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30	112 0	211 0	464 10	819 0	1,167 0
40	124 0	232 0	525 10	939 10	1,343 10
50	147 0	278 10	626 10	1,126 0	.....
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VOL. XXXIII., NO. 27.

## The Solicitors' Journal and Reporter.

LONDON, MAY 4, 1889.

## CURRENT TOPICS.

THE ASSISTANCE the Lord Chancellor has been giving to the Court of Appeal is not expected to continue beyond the present week. Next week it is anticipated that Lord COLERIDGE will preside in Court of Appeal No. 1, and that Lord Justice LOPEZ will join Court of Appeal No. 2. Lord Justice BOWEN, respecting whose health favourable reports are received, is expected to resume his duties in a week or ten days' time.

WE PRINT elsewhere a correspondence which has taken place with regard to a matter in which we think that the practice of the

learned Queen's Counsel referred to is wrong. Under R. S. C., ord. 65, r. 52, no fee to counsel is to be allowed on taxation unless vouchered by his signature. The practice referred to is for the counsel's clerk to sign for the fee in the first instance, and for counsel only to add his initials if and when expressly required to do so. Now by etiquette a Queen's Counsel possesses the privilege of signing only by initials, and, although we are quite aware of the difficulty experienced by a man in large practice in always initialling the fee at the moment when it is paid, we think that there ought to be no difficulty in initialling the fee before the brief is returned to the solicitors. The rule operates as a protection to counsel in regard to receipt of their fees, and there should be a corresponding readiness to facilitate its operation. If the fee is not initialled before the brief leaves counsel's hands, the matter is very likely to be overlooked, and as the solicitors truly say, on a taxation taking place, possibly many years after, great annoyance and loss may be occasioned. On the point of initialling we confess we have always been surprised that Queen's Counsel and judges should insist on their prerogative. We have known instances in which the practice of signature of an order by a judge with his initials only has given rise to possibility of serious mistake; the initials on the order, which seemed to be those of the judge, being in reality those of an officer of the judge, which happened to resemble those of the judge. In like manner JOHN SMITH, Q.C., may have a clerk whose name is JAMES SMART.

IN THE COURSE of the hearing of a case before Court of Appeal No. 2 on Wednesday, the Lord Chancellor took occasion to observe that the practice of citing American decisions in our courts as if they were of binding authority was growing to an extent to which he, for one, could not assent. Those decisions were worthy of all respect as expressing the opinions of very learned lawyers on analogous questions, but they could not be quoted as decisions binding our courts on questions of English law. The Lords Justices (COTTON and FRY) joined in protesting against this mode of citation of American decisions. We believe that a similar protest was recently made by Lord Justice FRY in Court of Appeal No. 1 on the occasion of the hearing of an important appeal which turned to a great extent upon the law of conspiracy. On that occasion a great number of American decisions were, however, cited without objection on the part of the other members of the court. We rather think that the practice to which the Lord Chancellor alluded owes its origin to the rapidly-increasing practice of citation of American authorities by text-book writers. Since the late Mr. BENJAMIN, Q.C., in the first edition of his work on Sale of Personal Property, published in 1868, inserted copious references to the decisions of the courts of his own country, as he modestly phrased it, "in order to afford some compensation for the imperfections" of his book, but also, no doubt, with a view to rendering it useful on both sides of the Atlantic, the custom of giving American authorities in text-books has very largely increased, and American cases now find their way into English digests. A few years after Mr. BENJAMIN's treatise appeared, we remember discussing the subject of the utility of American decisions to the advocate in English courts with a member of the common law bar, now a distinguished judge in India, whose practice lay largely in a branch of the law upon which the decisions of the United States courts are specially valuable. "Do I use them?" he said; "yes, I use them constantly. When I want an argument I go to the American reports, and very frequently I find in the judgments what I want. But, of course, I don't cite the cases as authorities." From this it was an easy stage to citing the decisions as on the same footing as a view expressed in a work by Lord ST. LEONARDS or Mr. DART would be cited in the Chancery Division—that is to say, as the opinion of lawyers of exceptional learning and experience. But latterly it would appear that the practice has arisen of citing the decisions of American and English courts indiscriminately as if they were equally binding on questions of English law. This is, of course, an error; but we conceive that the error lies in the mode of citation, not in the citation itself. Most English lawyers know that there are probably no decisions upon which more anxious deliberation is bestowed than those of the Supreme Court of the United States, and the opinion of that court on a point not yet covered by English authority is entitled to, and would doubtless

receive, the most respectful consideration from any of our judges. The matter to which the observations of the Court of Appeal were addressed was, we conceive, merely the citation of American authorities as binding on English courts. It may be remembered that in *Steel v. Dixen* (17 Ch. D. 825), in which an important and novel point on the law of suretyship arose, Lord Justice Fry (then Mr. Justice Fry), while holding that the point was governed by the principle established by the well-known case of *Dering v. The Earl of Winchelsea* (1 Cox. 318), added that, in coming to this conclusion, as he did upon principle, he was much strengthened by the American authorities to which his attention had been called by counsel, and he mentioned Mr. Justice Story's Equity Jurisprudence, and read passages from the judgments of American courts. We can hardly suppose that the learned Lord Justice has completely altered his estimate of the weight which is to be attributed to American decisions.

A CURIOUS EXAMPLE of the rule as to appropriation of payments occurred in *Hancock v. Smith* (37 W. R. 459). A stockbroker kept an account at his bankers, into which he paid the proceeds of securities sold by him for his clients. In October, 1888, he paid in sums of £14 and £60 belonging respectively to two clients. The balance to the credit of the account was then over £500. Within a short time he made further payments in of about £1,400, and drew out £1,600. The balance was then £300 approximately, and against this a garnishee order was obtained by a judgment creditor for £650. In these circumstances, a contest arose between the two clients referred to and the judgment creditor. According to the ordinary rule in *Clayton's case* (1 Mer. 572), the sums paid in on their account were drawn out by the subsequent cheques of the stockbroker, and it was evident that they could form no part of the ultimate balance. An exception was made in *Knatchbull v. Hallett* (28 W. R. 321, 732, 13 Ch. D. 696), in cases where a trustee has mixed trust money with his own in one banking account, for there subsequent drawings by him are to be attributed to his own money, and not to the trust money. But in the case in question the whole of the money in the account belonged to the stockbroker's clients, and there was thus no room for the application of the exception. Moreover, as between different *cestuis que trust*, it was held by Fry, J., in *Knatchbull v. Hallett* that the rule in *Clayton's case* applies. The result, then, was, if this governed the present case, that the money of the two clients had gone out of the account, and that, as there was nothing for them specifically to follow, they had no claim to priority over the judgment creditor, and this in spite of the fact that his claim was only against the stockbroker personally. It is true there are various cases which at first sight appear inconsistent with this. In *Re Strachan* (25 W. R. 171, 4 Ch. D. 123) it was held that a broker is in the position of an agent into whose hands money is put to be applied in a particular way, and that money paid to him can, therefore, be followed by the customer. In *Re General Horticultural Co.* (34 W. R. 681, 32 Ch. D. 512) it was held that a garnishee order binds only so much of the debt owing to the debtor from a third party as the debtor can honestly deal with at the time the garnishee order *nisi* was obtained and served. And in *Badeley v. Consolidated Bank* (36 W. R. 745, 38 Ch. D. 238), Corron, L.J., said it could not be contended that, by virtue of the garnishee order, the creditor could get a right to anything except that which was due to his debtor. But, in spite of these strong decisions against outside creditors, Mr. Justice NORTH preferred to follow *Clayton's case*, affirmed, as between *cestuis que trust*, by *Knatchbull v. Hallett*. The money of the two clients was gone, and to the balance which the creditor had attached they had no specific claim. It must be remembered, however, that *Knatchbull v. Hallett* only settled the claims of *cestuis que trust* as between themselves; the present decision goes further, and says this settlement of rights is to be conclusive also as regards strangers. It may perhaps be doubted whether sufficient weight was given to the cases above referred to.

WE PRINT elsewhere a rejoinder by Mr. HASTIE to our remarks a fortnight ago, which reached us too late for publication last week. He is of opinion that the figures given by the president prove his

case, inasmuch as they shew that in the second period of five years (1883 to 1888) the number of solicitors struck off the rolls was about 50 per cent. greater than in the first period, whereas the number of solicitors on the rolls had increased by less than 20 per cent. Upon this we will merely remark that Mr. HASTIE has unfortunately omitted to observe the reason for the increase. The first meeting of the Discipline Committee was held in October, 1881, and, of course, the number of cases subsequent to that date increased in proportion to the facilities for dealing with them. There was probably as much (or as little) fraud in the first period as in the second, but it was not brought to light because the means for doing so were not so well organized. Mr. HASTIE next justifies his action in sending a copy of his resolution to the *Times* by saying that "the Law Society themselves make continual communications on the subject of meetings to the public journals." Are the Law Society in the habit of sending to the public journals a copy of a notice of motion before the holding of the meeting at which it is to be discussed? What object, beneficial to the profession, could be gained by laying before the general public the opinion of a solicitor that "the recent frauds and thefts of solicitors have greatly shaken public confidence in the profession"? The persons to be appealed to on the subject by a solicitor are his brother solicitors, and the professional journals were open to Mr. HASTIE, and duly published his notice. Why was it necessary to tell the general public that their confidence in solicitors was shaken? If the statement was correct, the public knew it well enough already; if incorrect, did it not tend to lower solicitors in the estimation of the public?

WE HAVE BEEN pondering somewhat of late on the different varieties of paper supplied to and used by solicitors and law stationers for the purposes of their various documents, and it does appear to us that into this matter the improvements of modern times have made little way. The storage space in a solicitor's office is necessarily limited, yet no attempt appears to be made to lessen the size of the bundles which have to be put away and preserved from time to time. The first requisite for draft and abstract and brief paper would appear to be that it should be as thin as is compatible with great toughness, and should be easy to write upon. We have still, however, briefs, abstracts, and drafts copied on very thick paper, sometimes with a surface which does not take the pen readily. The surprise with which an abstract or brief on thin paper would be received would soon disappear, and, if the paper were untearable, the advantage of diminished bulk would, we are convinced, be appreciated by everyone who had to deal with the papers. We rather regret to observe a tendency to adopt white paper; this is distinctly injurious to the eyes, and it ought to be insisted on that the paper shall have a bluish or yellowish tone. We imagine that there is a great opening for paper-makers and sellers who will step out of the ancient tracks and invent a thin and tough brief-sized paper with a parchment-like surface.

#### THE COUNCIL OF THE INCORPORATED LAW SOCIETY AND THE LAND TRANSFER BILL.

THERE is no sign yet from the Council of the Incorporated Law Society on the subject of the Land Transfer Bill. The delay is unfortunate, and it will be still more unfortunate if it should give rise to an impression that doubt exists as to the carrying into effect by the council, as a united body, of the anticipations we expressed last week.

We referred then to the difficulty which might be felt in entering on a novel course of procedure, and we desire to speak with great respect of those who wish *stare super vias antiquas*. They may urge that they have precedent on their side; that their body has prospered and attained a high position under the ancient methods of action; that those methods do not involve serious conflict with an authority with whom it is desirable to be in comfortable relations; that so long as you keep in the serene atmosphere of quiet and dispassionate criticism of proposed legislation, with a single eye to the welfare of the general public, you keep up the dignity of your body and your estimation with the authorities. And no doubt there has been much to lead to the

notion that the council may practically decide for itself the course to be taken on any particular question. There has been little criticism or discussion bestowed on their proceedings for several years past; the members of the council have been re-elected from time to time as a matter of course; and certain events of now ancient history have probably been well-nigh forgotten.

The persons who may possibly hold the views we have indicated are, of course, in their individual capacity, as much entitled to them as the great body of the profession are to theirs. There is no question of their devotion to what they suppose to be the best interests of the society. But we think it may be reasonably asked whether, as members of a representative body, they are entitled to disregard the opinions and wishes of their constituents? That the council is a representative body was, we imagine, conclusively settled sixteen years ago, and there may possibly exist among the archives of the society a copy of a certain circular, dated May, 1873, and a record of subsequent proceedings, which, if any doubt exists as to the representative character of the council, it might not be unprofitable to disinter. If it is admitted that the council is a representative body, then we ask whether one of its functions is to protect the interests of solicitors? We do not anticipate that this will be disputed. Then we inquire whether a measure which the president of the society describes as an attempt "to allow conveyancing to pass into other hands than those of solicitors," is an attack on the interests of the profession? Here, again, we suppose that there will be no attempt at denial. Well then, we continue, are you going to oppose this attempt?

Here it is, we imagine, that the divergence of view will occur. It may be said, "We have opposed it, and will oppose it, by endeavouring, by argument and remonstrance, to persuade the Lords' Committee and the Lord Chancellor to ensure to solicitors the exclusive right to act as agents in the Land Registry Office. That is all we can do." Answer: You have tried this already without the least effect; your president told the recent meeting that the council "are taking all the means in their power—perhaps at undue length—to enforce [section 60 of the Stamp Act, 1870] upon those who have charge of the Bill." He did not tell the meeting that these efforts had been attended with the slightest success. But, suppose you succeed: what will you have gained for the profession? Why, as we have often pointed out, only the crumbs of business which fall from the official table. What the office does not care to do, and what the applicant cannot do in person, that the solicitors will be at liberty to do, being paid therefor upon the highly munificent scale recently promulgated. We say with confidence that, if the council were to succeed in the line they have adopted, and do nothing more, the result would be the deepest dissatisfaction among their constituents.

We believe that what solicitors want and expect is the action we indicated last week. And after the correspondence which has appeared in our columns, we imagine that few will be found to question that the general feeling of the profession is that which we have stated. We published last week a letter from a "North-Country Solicitor," and we print this week a letter from a south-country solicitor, entirely unknown to us personally, but well-known by reputation. It is remarkable that in two successive weeks we should have, altogether unexpectedly, received two such conclusive proofs of the opinions of thoroughly representative men in widely different parts of the country. But if the council refuse to trust our correspondents and entertain doubt as to the wishes of their constituents, let them make inquiries for themselves; they will hear a good deal which, if not quite pleasant to themselves, may be of service in guiding their course.

There is only one point to be added—we are reluctant to add it, but we should be no friends of the council if we did not. Whatever is done must be done quickly. There is already a good deal of feeling in the profession about the matter, and if the council delay action much longer the matter is likely to pass out of their hands. We are disposed to think, from the communications we receive, that there is not much doubt that the course we have advocated from the first will be adopted. The question is, whether the council, as a body, will head the movement? Or will they, at a time when it is most important that the membership of the society should be increased, take the opportunity of demonstrating how little they can do for its members?

#### LIABILITY OF AN EXECUTION CREDITOR FOR WRONGFUL SEIZURE BY THE SHERIFF.

(*Morris v. Salberg*, 37 W. R. 469.)

In the above case the Court of Appeal affirmed the doctrine of *Jarmain v. Hooper* (6 Man. & Gr. 827), that an execution creditor is liable for a wrongful seizure by the sheriff when this is due to a mistaken indorsement on the writ made by his solicitor. In *Jarmain v. Hooper* judgment had been obtained against JOSEPH JARMAIN, and a writ of *fit. fa.* was issued against him without any further description. It was indorsed, however, as follows:—"The defendant is an upholsterer and bill broker, and resides at No. 3, Prospect-place, Church-street, Chelsea, and No. 38, Leicester-square, Middlesex." The sheriff levied in accordance with this description, but, in so doing, took the goods of JOSEPH JARMAIN, the elder, father of the JOSEPH JARMAIN in question. An action was consequently brought by the father against the sheriff and the execution creditor, and the liability of both was maintained. As to the latter, there was an additional circumstance, which was afterwards laid hold of to detract from the authority of the case. In interpleader proceedings taken by the sheriff, the execution creditor was a party to the interpleader rule, and insisted upon his right to retain the goods. Hence, it was argued, he had ratified the seizure by the sheriff, and this would make him liable apart from the indorsement on the writ. But no trace of this appears in the judgment, which assumes as undoubtedly that the direction contained in the indorsement creates a liability in someone besides the sheriff, and only considers whether the execution creditor was bound by the act of his attorney. A decision was pronounced in the affirmative, on the ground that the direction given by the attorney was a direction given by an agent within the scope of his authority, and that it, therefore, bound the principal. It was said:—"The attorney has the general conduct of the cause; he is the only person with whom the sheriff has communication; and, in taking a step essentially necessary for the benefit of the client, that is, for the obtaining the fruit of his judgment, we think he cannot be held to have acted beyond his authority, though he has miscarried in its execution." Shortly afterwards, in *Rowles v. Senior* (8 Q. B. 677), the point was directly raised, whether a mistaken indorsement raised a liability in anyone beyond the sheriff. There the attorney of the execution creditor indorsed the writ with the business and residence of the debtor's mother-in-law, with whom he was living, and execution was levied on her goods. It was held that the indorsement amounted to a direction to the sheriff to levy on the wrong goods, and for such direction the attorney was liable.

The question arose again in *Childers v. Wooller* (2 El. & El. 287). *Rowles v. Senior* appears not to have been mentioned, and the majority of the court (WIGHTMAN, J., dissenting) gave a decision directly opposed to it. It was now held that the indorsement on the writ did not amount to a direction to the sheriff, but was merely a statement made by the attorney for the purpose of affording information to the sheriff, leaving him a discretion as to acting upon it. Consequently the subsequent seizure was his own act only, and he alone was liable for it. COOKBURN, C.J., who delivered the judgments of HILL and BLACKBURN, J.J., and himself, got over the authority of *Jarmain v. Hooper* by means of the distinction above pointed out. The liability of the execution creditor was sufficiently founded on his ratification of the sheriff's seizure, and there was no need to consider the effect of the indorsement on the writ. But *Smith v. Keal* (9 Q. B. D. 340) conclusively shews that this is not the true effect of that case. There, after the delivery of the writ of *fit. fa.* to the sheriff, he applied to the solicitor of the execution creditor for further information as to what goods to seize, and directions were accordingly given to him verbally. These turned out to be erroneous. In an action of trespass brought against the execution creditor, it was held that these parol directions were not within the implied authority of the solicitor, so as to make the execution creditor liable. JESSEL, M.R., appears to have been strongly averse to increasing the liability of the client, and accordingly had to define exactly how far such liability was carried by *Jarmain v. Hooper*, which was admitted to be good law. This depended upon the duty of the solicitor, and as that case had said that it was the duty of the solicitor to indorse the writ, so far the law would go, but no further. "We should be doing wrong," said the Master of the Rolls, "in extending the scope of the solicitor's authority to giving verbal directions to the sheriff, either himself or by his clerk."

Upon this state of the law *Morris v. Salberg* had to be decided. The debtor here was one G. M. MORRIS. The indorsement on the writ was:—"The defendant is a gentleman who resides at Sarnau Park, Llandyssil, Cardigan, South Wales." This address was the residence of his father, G. MOREIS, upon whose goods execution was levied. An action was thereupon brought against the execution creditor. The above cases were all cited, and the only difficulty was how to deal with *Childers v. Wooller*. As a matter of fact there was no room directly to overrule it, for the result would be the same whether the

view of *Jarmain v. Hooper* there adopted was right or not. In *Morris v. Salberg* it was admitted that the execution creditor had ratified, so far as he could, the sheriff's seizure. Consequently whether *Jarmain v. Hooper* were decided on the ground of ratification or of the indorsement, its authority in either event would make the execution creditor liable in the present case. But although this consideration saved *Childers v. Wooler* from being actually overruled, the result must be taken to be equivalent to this. Lord ESHIER, M.R., said that of the two cases, *Jarmain v. Hooper* and *Childers v. Wooler*, the former was the better decision, and of course the view taken of it by JESSEL, M.R., in *Smith v. Keal*, which makes no mention of ratification, is the correct one. Moreover, FRY, L.J., thought that the distinction taken in *Childers v. Wooler* between the ratification and the indorsement was untenable.

The case, therefore, affirms the law that for a mistaken indorsement on the writ the execution creditor will be liable. This is a direction to the sheriff for which the solicitor who makes it is liable, and, the act being within the scope of his duty, the liability is passed on to his client. But this transfer of liability is to be narrowly watched. If the solicitor proceeds to give any further directions, so as to actually point out goods to be seized, although his own liability is undoubtedly, yet he is now encroaching on the sheriff's province; this is no business of his under the implied authority from his client, and the client consequently incur no liability.

#### THE EXTENSION OF THE INCORPORATED LAW SOCIETY.

In pursuance of the suggestions contained in the president's address at Newcastle-on-Tyne, the Council of the Incorporated Law Society have taken active steps for increasing the number of members of the society, and at the same time bringing the provincial societies into closer union with the central institution without at all interfering with the independent action of the separate bodies.

With this view the council in December last passed a resolution to the effect that members of provincial law societies should, if otherwise eligible, be admitted members of the Incorporated Law Society at half the annual subscription payable by country members who did not belong to any provincial association. The country law societies were informed of this resolution, and they were asked to say whether in their opinion the proposed concession would be acceptable, or whether any other, and what, better measure could be suggested for bringing the provincial law societies into closer union with the Incorporated Law Society. They were also asked whether the concession would induce a considerable number of new members to join the society, and whether the executive bodies would use their influence in that direction.

From the statement made by the president at the general meeting of the society in January, it appears that the general feeling of the provincial societies was in favour of the change, but it does not appear that any large accession of members has resulted. This is much to be regretted, and we hope that the various law societies will make strenuous efforts to induce all their members to join the Incorporated Law Society. If these efforts are well directed, and the advantages, both personal and professional, properly explained to solicitors, we have no doubt that the result will be not only a large increase to the Law Society, but also to the various country societies.

The president of the Incorporated Law Society, immediately after the meeting at Newcastle-on-Tyne in October last, issued a circular to all the members of the profession who were not then members of the society, urging them to become members of the society, not only because it would be advantageous to themselves, but that it would benefit the profession at large by increasing the influence of the society. This appeal resulted in 600 new members joining the society. If some influential solicitor in each of the towns in England would go to the trouble of canvassing his brother solicitors, we believe that a considerable majority of the solicitors of England and Wales would be induced to join the society. This object would also be considerably forwarded if the country solicitors would follow the example of the Wakefield Law Society, all the members of which are also members of the Incorporated Law Society.

It would be very desirable if all the young solicitors, immediately on their commencing to practise, could be induced to join the society. For this purpose the council have made a regulation to the effect that a solicitor who has been admitted less than three years can become a member of the society on payment of half the usual subscription; so that, if he should happen to be a member of a country law society, his subscription for three years would only be five shillings a year. We hope that a large number of young solicitors, both in town and country, will avail themselves of this regulation.

We may here mention that solicitors who join the society now are only liable to pay half the subscription for the current year, so that town solicitors who have been admitted for upwards of three years

can become members for £1 each; while, for those who have been admitted less than three years, the subscription will only be ten shillings. The same rule holds with regard to country solicitors, except that, in the case of a country solicitor who has been admitted less than three years and is a member of a local law society, his subscription for the remainder of the year will be five shillings, and not two shillings and sixpence, which it would be if the rule were strictly applied to cases of this kind.

#### REVIEWS.

##### LAW OF SALE OF PERSONAL PROPERTY.

BENJAMIN'S TREATISE ON THE LAW OF SALE OF PERSONAL PROPERTY, WITH REFERENCES TO THE AMERICAN DECISIONS AND TO THE FRENCH CODE AND CIVIL LAW. FOURTH EDITION. By A. B. PEARSON-GEE and H. F. BOYD, Barristers-at Law. H. Sweet & Sons.

In noticing the third edition of this work, which was issued in 1883, we expressed the hope that, when the next edition came to be edited, the opportunity for improvements in the way of re-casting many parts of the book, and condensing the whole of it, would not be lost. We regret that this hope has not been realized. On the last occasion the editors had a good excuse for the course they adopted. Mr. Benjamin was then living, and had himself revised most of the work. It was his desire that the original text should be retained intact, and the addition of fresh matter marked by brackets. Upon the present occasion, unhappily, this reason does not exist, but the editors have preferred to stick to the *ipsissima verbi* of the author rather than to attempt fresh departures of their own. And such amendments as they at all contemplate are reserved almost exclusively for a future edition. After referring to their mode of procedure, the preface says, "So far as this method of treatment allowed, the editors have endeavoured to limit the bulk of the work; but in any future edition it will require to be carefully considered whether some portion of the text may not, consistently with the original scope and form of the work, with advantage be excised or compressed." For the present, then, the book is substantially re-issued with the addition of the recent cases. The most considerable change is that the section on the Bills of Sale Acts has been omitted. As the editors correctly remark, the subject is one which falls under the law of mortgage, and not of sale, and this lightens the book without reducing its proper scope. The matter formerly formed part of the long chapter on Fraud, Book III., Chapter II., and the compression might well have been carried further. Fraud is an element which may affect all contracts, and its extensive treatment is rather to be looked for in a work on contract than in one on the particular contract of sale. In saying this we refer particularly to the discussion of the action of deceit and of so-called legal fraud on pp. 432-446. The subject might usefully be omitted in a book which is fast swelling beyond the limits of convenient handling. Certain minor alterations have been made where the original text was too glaringly misleading. In particular, on p. 54 we are no longer told, as was the case in the last edition, that the validity of a retraction, posted before the offer reaches its destination, has never been before the courts; a statement which was immediately followed by decisions actually covering the point.

But, while we have expressed our regret that the present occasion has not been taken advantage of to re-cast and compress the book, we have no desire to depreciate the work which the editors, acting upon the lines they have laid down, have actually done for us. The cases which have been decided since the last edition are very accurately stated, and the original design of the book has been successfully followed. An example will be found in the abstract of the judgments in *Davies v. Davies* (36 Ch. D. 379) on covenants in restraint of trade (p. 510). It may be suggested, however, that this is a matter again for judicious excision. It may be proper in a treatise on sales of personal property to discuss at length covenants of this kind, on the ground that they relate to the sale of goodwill. But it looks very much as though the subject were brought in in order to make the chapter on Illegality as comprehensive as possible, thus encroaching on the domain of contract in general. If it were a question of the sale of the goodwill, pure and simple, we should expect to have this noted in the index and in the margin. But in both places the only reference is to restraint of trade, and, in the absence of this link, the connection with the sale of personal property is not as clear as might be wished. It ought to be possible at the present day to distinguish between subjects which relate to contracts in general, and those which may be properly taken up and treated fully in connection with contracts of sale.

##### SUCCESSION.

PRINCIPLES OF THE LAW OF SUCCESSION TO DECEASED PERSONS,

By T. RADFORD POTTS, B.C.L., M.A., Barrister-at-Law.  
Stevens & Sons.

"The present treatise," so runs the preface, "is an attempt to solve, so far as regards elementary English law, the problem which has been thus concisely stated—'What becomes of the rights and obligations of a person when that person dies?'" To do this the author maps out all possible rights and obligations, distinguishing those which pass by succession, and then sets out the law relating to intestate succession and the law relating to testamentary succession. We are afraid the terms of general jurisprudence are not of any great assistance in dealing with the details of English law, but, so far as is possible, order and clearness is given to the analysis by the introduction of the classification of private rights and obligations contained in Professor Holland's work on Jurisprudence. It requires little consideration of the extent of the field thus covered to show that any full treatment is out of question in a volume of little more than 250 pages, and indeed in a work primarily designed for students such full treatment is not to be expected. The author has chosen a well-defined branch of law not hitherto treated as a whole by any English writer; and in a first attempt at a task of obvious utility, and no little difficulty, it would not be fair to be too critical. Accordingly we are glad to acknowledge the ability which the writer has brought to his task, and the clearness with which the outlines of the subject are presented. For the law itself reference is chiefly made to Williams on the Law of Executors and Administrators and the ordinary text-books of Joshua Williams and Snell. Considering the nature of the work there is, of course, no objection to this; but the fault of the book is that in various matters of detail the author's statements are erroneous, defective, or obscure. A striking example of error occurs at p. 21, where we are told that, in a grant to A. and his heirs, the term "heirs" is not a word of limitation, but of purchase. For defective treatment we notice that in quoting cases on covenants running with the land (p. 75) no reference is made to *Austerberry v. Corporation of Oldham* [29 Ch. D 750], the most recent, and in some respects the most important, of all. And for obscurity a passage on p. 47, purporting to describe how a life interest may be created in personal property, may be recommended to the student as giving him a good opportunity of learning the law by attempting to elucidate the author's meaning. The book appears to us to be a useful one; but it will be improved when as much attention has been given to clearness and accuracy of detail as has undoubtedly been bestowed upon its general plan.

#### PATENT LAWS OF THE WORLD.

SUPPLEMENT TO CARPMAEL'S PATENT LAWS OF THE WORLD. Edited by a Committee of Fellows of the Institute of Patent Agents. William Clowes & Sons (Limited).

The members of the Institute of Patent Agents have done a very useful work in bringing up to date the valuable collection of "Patent Laws of the World," collected and edited by Messrs. Alfred and Edward Carpmael some four years ago. The present supplement contains laws of twenty-three States, most of them intended to replace or modify laws already contained in Messrs Carpmael's work. But in some cases the laws here printed appear to be the original patent laws of certain States, mostly of little importance, such as the Congo States, British North Borneo, the Orange Free State, and the South African Republic. The most important by far among these is Switzerland, where a federal statute has very recently been passed which takes the place of the local enactments of the different cantons. What appears prominently from this work is the great care with which the original volume must have been prepared, so few are the instances in which laws dated prior to its issue are here to be found, after all the exertions of the Patent Agents' Institute. Seeing that the original work contains the Statute of Monopolies and the English Act of 1883, it would have been as well to insert here the amending Acts of 1885, 1886, and 1888. The index is carefully compiled, and the book usefully supplements the original work.

#### RAILWAYS.

A TREATISE ON THE LAW OF RAILWAYS, RAILWAY COMPANIES, AND RAILWAY INVESTMENTS. By Sir WILLIAM HODGES. SEVENTH EDITION. By JOHN M. LELY, Esq. Vol. 2. Sweet & Maxwell (Limited).

We recently reviewed the first volume of this work, the increasing bulk of which necessitated a division into two parts. The present volume contains the whole or portions of nearly eighty statutes relating to railway companies, with occasional notes, and references in the margin to the pages of the former volume in which the matter is discussed. The repealed enactments are indicated in italics, and the marginal notes have been revised. These are succeeded by the rules, orders, regulations, and forms made under the various statutes, including the recent Orders of the Railway and

Canal Commission, and then follow a series of useful forms of petitions against Railway Bills and forms of notices, &c., under the Lands Clauses Act. The standing orders of both Houses are given in full, and a useful feature of the book is the extracts from the model Railway Bill as amended last year. We miss from our copy of the book the collection of cases decided since the publication of the first volume, which is stated in the preface to follow the table of contents. The present volume will, of course, be an indispensable companion to the treatise.

#### THE PATENTS, &c., ACTS.

THE PATENTS DESIGNS, AND TRADE-MARKS ACTS, 1883 TO 1888, CONSOLIDATED, WITH AN INDEX. By LEWIS EDMUNDS, D.Sc., LL.B., Barrister-at-Law. Stevens & Sons (Limited).

The form in which the Acts of 1885, 1886, and 1888, amending the Patents Act of 1883, have been framed by the Legislature renders them peculiarly suitable for consolidation with the principal Act. What Mr. Edmunds has done in the work before us is, in effect, to produce such a Consolidation Act as the Legislature would have produced if, instead of enacting amendments, it had repealed the original Act and re-enacted it with the desired alterations. The plan adopted is to print the original Act, placing in italics the repealed parts, and to introduce in the proper places the amending provisions of the later Acts, which are indicated by the heaviness of the type and the references in the margin. There are no notes or comments, but a good index is added. The book cannot fail to be useful, as it enables a reader to see at a glance which of the provisions of the Act of 1883 have been affected by the amending Acts, and how far the amendments extend.

#### CORRESPONDENCE.

##### THE LAND TRANSFER BILL.

[To the Editor of the *Solicitors' Journal*.]

Sir.—The profession owes you many thanks for the article in connection with the Land Transfer Bill in this week's issue of your paper.

The time for parleying has indeed gone by; courage must now take the place of timidity, strong and united action that of struggling and disjointed efforts. In fact the voting power of the profession should be organized throughout the country, and what practically amounts to an electoral campaign should be entered upon by the council without a moment's delay.

Will they rise to the occasion and assert the just rights of the profession—of that great profession which now stands behind its generals, drawn up in battle order, and only awaits the word "Advance," or will timid counsels continue to prevail at headquarters, with the certain result that others will be found to do that work which could, and should, be done by the official chiefs of the profession?

London, April 29.

"WAITING FOR ORDERS."

[To the Editor of the *Solicitors' Journal*.]

Sir.—Referring to the letter of "A North Country Solicitor" in your journal for the 27th ult., I must say I quite agree with him.

The Bill now before Parliament, if passed with the compulsory clauses in it, will not only amount to little less than confiscation; but in addition to this, will work enormous hardships.

If it passes, both solicitors and owners of property will find, when only too late, that an enormous depreciation in the value of property will ensue, and, in fact, the dealings with properties, instead of being facilitated, will be made a thousand times more expensive and slower than now, and, besides that, the publicity caused would work incalculable harm, and to this the attention of the owners of properties should be especially drawn.

Many transactions, in fact the bulk of them, more especially in the country, are of a small, and in many cases a temporary nature, and to be exposed to the delay, expense, and trouble of applying to a registry would simply be intolerable in the interests of clients. Frequently now matters are carried through in a day or two, and at little expense to clients. Then it would be very different.

There is no doubt that "officialism" and "red-tapeism" are perfect nuisances, and the idea that land can be transferred, or ever can be transferred, with the same ease as a sum of money in the funds has long since exploded, except in the minds of perhaps a few persons who know nothing whatever of the practical working of conveyancing. The Bankruptcy Bill of 1883 has shewn us what officialism has done. That Bill was never required. If the former Bill had been simply amended by stricter provisions as to taxation of trustees' accounts, &c., solicitors would not have been so outrageously injured as they were by that Bill, and the public would have gained immensely. As it is now the expense of bankruptcy proceedings simply practically

May 4, 1889.

absorbs the bulk of an estate in fees, commissions, &c. I had a very considerable experience of the former Bankruptcy Act, and never had a complaint, and creditors were always satisfied. Because a few acted improperly there was no need to act unjustly to the main body of solicitors.

As regards the Land Transfer Bill, it behoves the Incorporated Law Society to move promptly and actively at once and not lose a day, and it is not a time for them to mince words or arguments, as, after the way in which solicitors have recently been treated, measures should immediately be taken throughout England to get up petitions, &c., or to a certainty the introducers of the Bill will steal a march, and it would then be too late.

Certainly it will be useless for solicitors in the future to throw away money in subscribing to a society who cannot successfully oppose such a Bill as this.

The example set by the solicitors in the Strand division the other day should be followed in this case.

Besides members of both Houses of Parliament, the owners of property, both inside the Houses of Parliament and outside, and the general public, should be approached, and it should be pointed out that their interests as well as those of solicitors are threatened, and would be injured if the Bill passes.

Lord Cairns, than whom no greater lawyer ever lived, was, I believe, always opposed to compulsory registration, and he was perfectly right.

In fact no Bill is really required, and, as a rule, no complaints are made by clients as to the costs of conveyancing now, and solicitors are always willing to meet matters; but, of course, if the Bill passes, people will be compelled to go to enormous expense, whether they like it or not. I never heard yet that, under the present system, any person was deterred from purchasing property owing to the expenses attending a purchase, and I defy the promoters of the Bill to give a single instance of such a case. For one thing, competition is too keen for that, notwithstanding the scale, as to which there are many circumstances which lead solicitors to fairly charge less than that scale gives. Any new system would bring down the value of properties, owing to the enormous compulsory expense imposed. Most certainly, too, at time like the present, when land has so depreciated in value throughout the country, it is hardly an opportune time, to say the least, to impose a tremendously increased taxation and burden on land such as this Act would infallibly impose.

What is only required is to simplify and do away with such difficulties as may from time to time be found—and in what system are not defects found?—and this has been done and can be done by Acts like the Conveyancing Act of 1881 and the Settled Land Acts, and for which we are indebted to Lord Cairns in the main.

Compulsory legislation (unless to cure great evils) and which do not exist in the present case) is most despotic and pernicious, and is, moreover, treating persons as if they were yet in infancy. The only benefit which would accrue would be to those members of the bar who might obtain satisfactory appointments under the Act if it passed, at the expense of the country.

Solicitors, as a rule, do their duty well, and I believe, take the country through, no body of men are more respected, or more deservedly respected, and to damage a body of men for the sake of a fantastic and chimerical idea is absurd, and that, moreover, when the working out of that idea will bring no benefit, but incalculably the reverse, to the general public.

As regards your other correspondent's letter with reference to the working of the present Land Registry, all I can say is, that I know in one case we found the delay, expense, and formalities were so great and out of proportion that in the interests of the client we were compelled to take the property off the registry, since which there has been comparatively no expense or trouble in repeatedly dealing with the property. The registration did not increase the value of the property one iota; in fact, seeing the expense, the reverse.

When proctors' business was thrown open to solicitors, compensation was given to proctors, but in the present case the promoters attempt to rush a Bill through the House which would damage solicitors and damage the country enormously, without a hint as to compensation. Would the promoters have tamely submitted to such a preposterous proposal?

I may have written rather warmly on the subject; but I think all solicitors ought to speak out plainly now, as this attempt to interfere with them is unjust, un-English, and un-needed (not only for their sakes but their clients), and such attempt amounts to what is next door to dishonest, and certainly is outrageous.

Not a day or an hour should be lost in opposing the Bill

May 1.

A COUNTRY SOLICITOR.

#### COUNSEL'S SIGNATURE FOR FEES.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Will you kindly publish the enclosed correspondence in the *SOLICITORS' JOURNAL*? SIDNEY ST. J. STEADMAN,  
23, Old Broad-street, E.C., April 25.

"23, Old Broad-street, E.C.,  
"16th April, 1889.

"Dear Sir,

"We return this brief, from which you will see that your clerk has vouchered the fees paid instead of yourself. Will you be good enough to sign the brief and return it to us?

"The voucher as it stands at present is not of the slightest use to us, and your clerk must know this. Taxing masters will not accept the vouchers of counsel's clerks, and very much inconvenience is occasioned by their marking briefs. Apart from the uselessness of the clerks' signature to taxing masters, it is no protection whatever to us.—We are, Dear Sir, yours truly,

"STEADMAN, VAN PRAAGH, & SIMS.

"——, Esq., Q.C."

"17th April, 1889.

Gentlemen,

"I am directed by Mr. ——, Q.C., to acknowledge the receipt of your letter dated the 16th inst., and to state that he has put his initials on the brief as a voucher for the fees, and the brief has since been fetched away. The practice adopted by Mr. —— with a view to the convenience of solicitors and their clerks is, that the clerk to whom the fee is paid puts his name on the brief at the time of the receipt of the fee, and Mr. ——'s initials are always added at any time on request, either before the brief is taken away or afterwards.—I am, Gentlemen, your obedient servant,

"Clerk to Mr. ——, Q.C.

"Messrs. Steadman, Van Praagh, & Sims."

"23, Old Broad-street, E.C.

"17th April, 1889.

"Dear Sir,

"We are obliged by the letter of your clerk of this date. We acknowledge its courteous tone and observe that the signature of the clerk is affixed in accordance with a practice adopted by you. We can, however, positively assure you that such practice is not only not convenient, but highly inconvenient, to solicitors. One is apt on a hasty glance to take a brief so marked as properly vouched, but upon taxation occurring, possibly many years after, the want of counsel's signature may inflict heavy loss on the solicitor.

"Personally we pay every fee with the brief at the time of delivery, and when the papers are returned the fee ought to be properly vouched by counsel in accordance with the rule (ord. 65, r. 52), and we ought not to be put to the unnecessary trouble, inconvenience, and delay of making special attendances for the mere purpose of correcting a negligent practice on the part of counsel's clerks. The signature of counsel's clerk is not only no voucher, but a positive detriment to solicitors.

"Should we not hear from you to the effect that you have any objection to our doing so, we shall send this correspondence to the press.—We are, Dear Sir, yours truly,

"STEADMAN, VAN PRAAGH, & SIMS.

"——, Esq., Q.C."

[See observations under head of Current Topics.—ED. S. J.]

#### FRAUDULENT SOLICITORS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—With reference to your paragraph on the subject of the president's figures, I will merely observe that they exactly prove my case, for from them it appears that in the second period of five years the number of solicitors struck off the rolls has been about 50 per cent. greater than in the first period of five years in the ten years now last past, while during the same period the total number of solicitors on the rolls has increased by considerably less than 20 per cent. In these circumstances I am wholly at a loss to understand how the members of my profession can rest satisfied with a condition of affairs which shews that the dishonest element is gaining and the honest element losing ground steadily.

If the feeling of satisfaction with this state of things is the same in the profession generally as it was in the meeting the other day, things must be very much worse than I had supposed.

I will only add two observations. I have been much blamed because I sent my resolutions to the *Times*. There is no rule of professional etiquette which forbids my doing so, and the general practice has been for the Law Society themselves to make continual communications on the subject of meetings to the public journals. The matter is a public one, and the profession will find that, if they will not deal with it, the public will. I am not to be deterred from what I consider to be a proper course because for the moment I happen to be in a minority.

It is not the fact, as stated in your report of the meeting, that I mentioned the name of any deceased solicitor: the names that I men-

tioned were those of Mr. Dodds and of a Kent solicitor who has recently failed for over £50,000, and many of whose creditors are executors and trustees. Moreover, I was not moved to any sudden indignation, as you supposed, by the case of Mr. Dodds. The matter has been in my mind ever since I first mentioned it at the meeting of the Incorporated Law Society at York in 1886, and Mr. Dodds is not by any means the worst case that has occurred since that time, although it is rather accentuated by the fact that at this time last year he was a member of the Council of the Incorporated Law Society.

A. H. HASTIE.

65, Lincoln's-inn-fields, W.C., April 25.

## CASES OF THE WEEK.\*

## High Court—Chancery Division.

BURLAND v. THE BROXBURN OIL CO. (LIM.)—*Chitty, J.*, 30th April.  
R. S. C., XI, 1, 2—SERVICE OF WRIT OUT OF JURISDICTION—SCOTCH COMPANY.

This was a motion by the defendant company to discharge the order made by Chitty, J., on the plaintiff's *ex parte* application for leave to serve the writ out of the jurisdiction (*ante*, p. 379). The action was by the registered owner of a trade-mark, carrying on business at Hull, for an injunction restraining alleged acts of infringement by the defendant company. The defendant company had its registered office in Glasgow, but with agencies, or branch offices, in London, Hull, and elsewhere. The defendant company relied on *Marshall v. Marshall* (38 Ch. D. 330). The plaintiff relied on *Taylor v. Hawkins* (34 W. R. 223, 15 Q. B. D. 80).

CHITTY, J., said that there was no question as to the jurisdiction of the court under R. S. C., 1883, ord. 11, r. 1. The question was whether the case was a proper one for the judicial discretion vested in the court by R. S. C., 1883, ord. 11, r. 2. The defendants were a company domiciled in Scotland. It was plain that they were carrying on a considerable business in this country, and the plaintiff complained that they were selling articles in alleged infringement of his trade-mark. The alleged wrong was complained of as having been committed here. In *Marshall v. Marshall* both the plaintiff and the defendant were domiciled Scotchmen residing in Scotland, and the action was plainly a Scotch action, for, as was said in the judgment, to have acceded to an order for the trial of the action in England would have been to have withdrawn the action from the Scotch courts. Moreover, the defendant in *Marshall v. Marshall* was a person, and it was objected that an injunction could, if granted, be effectually enforced in Scotland by means of attachment. But the defendant here was a company, and the remedy against a company would be by means of sequestration, therefore the injunction, if granted against the defendant company, could be effectually enforced. Further, on the ground of comparative convenience, it would appear to be a better course for the action to be proceeded with here, for it appeared that the witnesses on both sides alike would principally consist of English witnesses. In the exercise of his judicial discretion he held that the plaintiff was entitled to an order for service out of the jurisdiction. He therefore refused the motion to discharge the order, with costs to be the plaintiff's in any event.—COUNSEL, J. Cutler; Romer, Q.C., and Carpmael, SOLICITORS, Torr, Janevay, Gribble, & Oddie, for W. Burtenshaw, Crowle, Lincolnshire; Wilson, Bristow, & Carpmael.

CLARKE v. BIRLEY—*North, J.*, 25th March.†

PRINCIPAL AND SURETY—GUARANTEE—RELEASE OF SURETY—TIME GIVEN TO PRINCIPAL DEBTOR.

The question in this case was, whether some sureties had been released by reason of time having been given by the creditor to the principal debtor without their consent. The action was brought by the executor of a deceased surety, out of whose estate large payments had been made to the creditor, to enforce contribution by some of his co-sureties. In 1872 a deed was entered into between a coal company, their bankers, and six sureties, by which (*inter alia*) the sureties jointly and severally covenanted with the bank to pay them on demand the balance (not exceeding £25,000) for the time being due from the company to the bank on their current account. In 1880 the company owed the bank £36,000, and on the 29th of November, 1880, a document, addressed to the bank, was signed by three of the sureties (one of the persons signing being the plaintiff's testator) and another person. The other three sureties were not parties to this document, and knew nothing about it, and the coal company were not parties to it. The document was to the following effect (it being, as already stated, addressed to the bank):—"In consideration of your continuing or giving an account, credit, dealings, or accommodation to the coal company for one year from the date hereof, we, the undersigned, and every two or other number of us, do hereby jointly, and each of us doth hereby severally, guarantee to you the due payment and satisfaction of all moneys and liabilities which are, or have been, or shall from time to time be, owing to or incurred by you, whether as bankers or otherwise, from or on account of the company, it

being agreed that not more than £8,000 shall be ultimately recoverable hereunder." The liability of each of the old sureties who signed this document was limited to £2,500, and that of the new surety to £500. The document was to be a continuing security till notice in writing should be given by the sureties or any of them to determine it. It was also provided that the bank might, without the assent or knowledge of the sureties, give time to the company, or any other person or persons, for or in respect of the account between the bank and the company, and that "this guarantee may be enforced to the full amount hereby secured, notwithstanding the securities at present held by you, or any other security which you may hold in respect of the account between you and the company. The security hereby given is in addition to the other securities held by you for the said account." The defendants to the present action were the three sureties who did not sign this document, and one of the defences raised by them was, that the giving of time to the principal debtor behind their backs had the effect of releasing them from their suretyship.

NORTH, J., held that the defendants were not released, and that the plaintiff was entitled to the contribution which he claimed. His lordship said that, if the defendants were released, it was obviously contrary to the intention of the parties to the document of the 29th of November, which expressly provided that the security thereby given was in addition to the other securities held by the bank. It was, indeed, contended that this provision was equivalent to saying that the new guarantee was to be without prejudice to the existing securities, and therefore equivalent to a reservation of everything necessary to be reserved in order to maintain those securities intact. But sureties were frequently released by acts not intended to have that effect, and his lordship was precluded from holding that the mere provision for additional security was equivalent to a reservation of rights against the sureties under the other securities by the language of *Lord Cairns in Overend, Gurney, & Co. v. Oriental Financial Corporation* (L. R. 7 H. L. 361). There was no doubt as to the law with respect to the release of sureties. It was clear that, when the principal creditor entered into a binding contract with the principal debtor to give him time without the assent of the sureties, and without reserving his remedies against the sureties, the sureties were discharged (*vide Samuel v. Howarth*, 3 Mer. 278). But, to produce this result, two things were necessary. There must be a binding contract to give time, capable of being enforced; and the contract must be with the principal debtor. If merely made with a third party, it would not do: *Fraser v. Jordan* (8 E. & B. 303). In the present case the new guarantee was not executed by the company, who were the principal debtors, nor were they expressed to be parties to it; it was merely a guarantee by the four signatories to the bank. It did not purport to be a contract with the company, and they could not have brought an action on it. It did not purport to bind them to keep an account with the bank, and each person who signed it had power to determine it at any time by notice. It was clear that there was not any binding contract with the company capable of enforcement by or against them, either in their own name or in the name of the sureties who signed it: *Re Empress Engineering Co.* (16 Ch. D. 125), *Gandy v. Gandy* (30 Ch. D. 57). Even as regarded the persons who signed it, there was no agreement by the bank. When the sureties said, "In consideration of your continuing or giving an account for a year, we will pay," that was not an agreement by the bank to continue the account for a year, though there might have been a failure of the consideration for the guarantee if the account had been finally closed within that time, and no other account opened. There was no agreement which the bank could be compelled specifically to perform, as there was no indication that they might not require the account to be reduced, and no sum was fixed as the minimum credit to be given. His lordship was satisfied that it was the continuance or giving of the account, and not an agreement to continue or give it, which was the real consideration for the guarantee, and this accounted for the form of the instrument, and for the fact that its execution by the bank was not required or contemplated. It was said that the three sureties who did not sign the new guarantee were prejudicially affected by it, as their rights over against their principal debtor and their co-sureties were suspended for the year over which the account was to extend. As regarded the company, it was clear that those rights were not suspended, for there was nothing in the new guarantee which could give the company any defence to any action brought against them by the bank, or to any proceeding against them by any surety requiring the company to pay off the bank and relieve the sureties from further liability. Again, if those co-sureties chose during the year to put an end to their original guarantee and pay off the debt of the bank, and then call on their co-sureties for contribution, there was nothing to prevent them from so doing. It was said that, if these three sureties paid the bank during the year, they would be entitled to call upon the bank to close the account current with the company and transfer to them the securities which the bank held, and that the bank would be unable to do this, because they had agreed with the other sureties to keep the account open, and therefore the three sureties who did not sign the new guarantee would be prejudiced. But the new guarantee did not amount to an agreement by the bank to keep the account open; and, even if it did, this would not prevent the bank from closing the account, even if their doing so would give the new guarantors a right of action against the bank for breach of agreement, a matter with which the other three co-sureties had nothing to do. Moreover, the words of the new guarantee, if they did amount to an agreement on the part of the bank, only bound them to give or continue "an account," and would be satisfied if they closed the old account on which the original sureties were liable, and opened a new account with the company. It was clear, therefore, that the acceptances by the bank of the new guarantee did not prejudice the sureties who did not sign it, and did not, therefore, operate as a release to them. It did, indeed, enure for their

\* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

† Though very much out of date, we print this case, on account of the interesting judgment.

benefit in one way, as it increased the amount of the security held by the bank from £25,000 to £33,000. In some cases, no doubt, an alteration in the position of a surety behind his back had the effect of releasing him, even if the alteration was for his benefit; but it had never been held that the mere acceptance of additional security, unaccompanied by a contract to give further time, would produce this result.—COUNSEL, *Rugby*, Q.C.; *Everitt*, Q.C., and *B. Eyre*; *Sir H. Davey*, Q.C., *Cozens-Hardy*, Q.C., and *O. Leigh Clare*. SOLICITORS, *G. L. P. Eyre & Co.*; *Clarke, Woodcock, & Ryland*.

### Bankruptcy Cases.

*Re Wendt*, *Ex parte OFFICIAL RECEIVER*—C. A. No. 1, 12th April.

BANKRUPTCY—PRACTICE—SERVICE OUT OF JURISDICTION—ORDER TO ATTEND PUBLIC EXAMINATION—BANKRUPTCY RULES, 1882, RR. 141, 156, 179, 184—6.

The question in this case was whether an order that a bankrupt should attend his public examination could be served on him (he being a British subject) out of the jurisdiction. The Bankruptcy Rules, 1886, provide, by rule 156 (with reference to a bankruptcy petition presented by a creditor), that "Where a debtor petitioned against is not in England, the court may order service to be made with such time and in such manner and form as it shall think fit." By rule 184, "When a receiving order has been made against a debtor, it shall be the duty of the official receiver to make an application to the court to appoint a day and hour for holding the public examination of the debtor, and, upon such application being made, the court shall, by an order, appoint the day and hour for such public examination, and shall order the debtor to attend the court upon such day and at such hour." By rule 185 it is provided that, if the debtor fails to attend the public examination in accordance with the order, and no good cause is shewn by him for such failure, the court may, upon proof that the order was duly served on him, without any further notice to him, issue a warrant for his arrest. Rule 187 enables the court to adjourn the public examination *sine die* when the debtor has failed to attend. Neither the Act nor the rules contain any express provision for the service out of the jurisdiction of an order that a debtor do attend his public examination. In the present case a receiving order was made against the debtor, on the ground that he had committed an act of bankruptcy by quitting England with intent to defeat and delay his creditors. Under the provisions of rule 154 the petition was served on him by substituted service. Notice of the receiving order and of the order fixing a day for the debtor's public examination was published in the *Gazette* as provided by section 13 of the Act, and the debtor, not having filed any statement of his affairs, was adjudicated a bankrupt under the provisions of section 16. He failed to attend on the day appointed for his public examination, and an order was made adjourning the examination *sine die*. Neither the receiving order nor the order to attend the public examination had been served on the debtor personally, but service had been effected by means of a notice sent to the debtor at his last known address. The official receiver had recently discovered that the debtor was residing at Antwerp, and he applied to the court for the appointment of a fresh day to proceed with the public examination, and for leave to serve the receiving order and the order to attend the examination upon the debtor personally at Antwerp or elsewhere in Belgium, the object being that, if the debtor should happen to come within the jurisdiction, he might be at once arrested under a warrant, as provided by rule 185. Mr. Registrar Linklater refused the application, on the ground that there was no jurisdiction to allow the service of such an order out of the jurisdiction. In his opinion the principle laid down by *Re Busfield* (30 SOLICITORS' JOURNAL, 303, 32 Ch. D. 123) and *Re Nathan Newman & Co.* (31 SOLICITORS' JOURNAL, 253, 35 Ch. D. 1) was, that the court had no power to order service of its process out of the jurisdiction, except it was authorized by statute to do so, and that, if there was a code of rules which authorized service out of the jurisdiction in particular cases, that must be considered exhaustive, though perhaps notice of pending proceedings might be sent to a person out of the jurisdiction, so that he might come in and interfere if he pleased; but this could not be done in cases in which the court was asserting any present jurisdiction over such a person, or compelling him to submit to its powers: *Credit Gerendee v. Van Weede* (12 Q. B. D. 171). He thought these principles applied to the case.

THE COURT (LORD ESHER, M.R., and FRY and LORRS, L.J.) affirmed the decision. Lord ESHER, M.R., said that the rule of construction was perfectly clear, assuming the Bankruptcy Rules to have the force of a statutory enactment. When Parliament enacted that anything was to be done by one of the Queen's courts, the meaning was that it was to be done within the Queen's dominions, unless Parliament had expressly enacted that it might be done abroad. There being no such express enactment in the present case, the above rule of construction applied. FRY, L.J., said that the learned registrar had examined the case with great care, and had arrived at the right conclusion. LORRS, L.J., concurred.—COUNSEL, *Muir Mackenzie*. SOLICITORS, *Lumley & Lumley*.

The American Law Review says that there are only four lawyers in President Harrison's Cabinet. They are Mr. Windom, the Secretary of the Treasury, who began as a lawyer, but went into politics and afterwards into business; Mr. W. H. H. Miller, the Attorney-General, who has been the partner of Mr. Harrison at Indianapolis since 1874; General B. F. Tracy, the Secretary of the Navy, a New York lawyer, said to be one of the ablest lawyers in that State; and General Noble, the Secretary of the Interior.

### LAW STUDENTS' JOURNAL.

#### RESULTS AT THE EASTER EXAMINATIONS.

At the Easter Solicitors' Intermediate 211 candidates were examined and 167 passed—and of 188 final candidates 150 passed, showing about 21 and 20 per cent. of failures. At the Bar Roman Law Examination the number of candidates was 49, and 45 passed—under 10 per cent. of failures; and at the General Examination out of 101 candidates only 23 were unable to satisfy the examiners.

The Lincoln's-inn scholarships, the examinations for which were held in April, have also been awarded: 2 for Common Law, Constitutional History, &c., and 1 for Real and Personal Property—only 3 or 4 students presented themselves for the latter examination.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 30—Mr. J. Cornelius Wheeler in the chair.—The debate, "That perpetual pensions ought to be abolished," was opened by Mr. Harcourt, jun. He was supported by Messrs. Thorpe, Windsor, Woodhouse, Wilson, and Pattinson, and opposed by Messrs. Crawford and Watson. Mr. Harcourt replied, and on the motion being put to the society it was carried.

BRISTOL LAW STUDENTS' SOCIETY.—The last meeting of the session was held on April 30—Mr. Gilmore Barnett in the chair.—Mr. L. W. Browne moved: "That capital punishment should be abolished." Mr. A. J. Mawer opposed the motion, and a spirited debate was carried on by Messrs. Knee, Bayliffe, Budge, Knight, Hawkins, Bowley, and G. H. Sinnott. The motion was lost by a majority of one.

### COUNCIL OF LEGAL EDUCATION.

#### EASTER EXAMINATION, 1889.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed public examination:—P. L. Agnew, Inner Temple; H. J. Allcroft, Inner Temple; J. Austen-Cartmell, Lincoln's-inn; A. Baring-Gould, Inner Temple; C. V. Barrington, Inner Temple; A. B. Barton, Inner Temple; H. L. Bell, Middle Temple; L. E. Benjamin, Inner Temple; F. M. Birch, Inner Temple; F. Bodilly, Middle Temple; C. H. Bompas, Inner Temple; Sir B. V. S. Brodie, Lincoln's-inn; J. Bruce, Middle Temple; W. W. Buckland, Inner Temple; J. H. Burn, Inner Temple; F. Carpenter, Middle Temple; H. H. Castens, Inner Temple; E. W. Coglan, Middle Temple; E. W. S. Cox, Gray's-inn; T. K. Crossfield, Lincoln's-inn; C. P. David, Gray's-inn; W. Dunning, Lincoln's-inn; J. H. Fisher, Inner Temple; Kashinath Parshram Gadgil, Lincoln's-inn; J. C. Gibson, Middle Temple; G. I. M. Gregory, Inner Tempis; B. G. Grimley, Middle Temple; W. C. Hall, Gray's-inn; J. C. S. Hanham, Middle Temple; T. A. Herbert, Inner Temple; F. T. Higgins, Lincoln's-inn; Mirza Kazim Hosain, Middle Temple; C. A. Howell, Middle Temple; T. F. Howell, Inner Temple; J. G. Joseph, Inner Temple; Dosabhooy Mervanji Karaka, Middle Temple; E. O'F. Kelly, Inner Temple; Mohamed Saderuddin Khan, Middle Temple; J. King, Inner Temple; S. Kiang-Farlow, Middle Temple; F. E. Lacey, Inner Temple; C. G. Lang, Inner Temple; C. M. H. le Maistre, Inner Temple; W. St. Q. Leng, Middle Temple; T. Lindley, Inner Temple; F. L. Lucas, Inner Temple; J. P. M' Cleland, Middle Temple; J. C. Macdona, Middle Temple; F. G. Mackenzie, Inner Temple; D. M'Neill, Inner Temple; E. J. Mardon, Inner Temple; C. A. Moens, Inner Temple; W. H. Montgomery, Inner Temple; A. L. Morris, Inner Temple; Cottari Venketaramanah Naidu, Middle Temple; Nasrullah Khan, Lincoln's-inn; H. Nelson, Middle Temple; P. F. Odaatyeh, Middle Temple; T. L. Ormiston, Inner Temple; Nripendranath Palit, Middle Temple; Abdul Rasheed, Middle Temple; E. H. Richards, Lincoln's-inn; G. W. Ricketts, Inner Temple; J. Root, Middle Temple; F. M. L. Rouillard, Middle Temple; J. Sanderson, Lincoln's-inn; A. J. Sawyer, Gray's-inn; W. J. Seton, Inner Temple; Seva Ram, Middle Temple; R. A. Shepherd, Inner Temple; Dalpatram Bhagranji Shukla, Inner Temple; A. Stoker, Inner Temple; D. L. Thomas, Lincoln's-inn; F. H. Wheeler, Lincoln's-inn; W. A. Willis, Inner Temple; F. Wood, Inner Temple; J. G. Woodroffe, Inner Temple; F. Worthington, Lincoln's-inn.

The following students passed a satisfactory examination in Roman law:—F. Beechey, Lincoln's-inn; H. Beechey, Lincoln's-inn; H. H. L. Bellot, Inner Temple; R. Berens, Inner Temple; J. W. G. Bond, Inner Temple; J. E. Brooks, Lincoln's-inn; B. C. Brough, Inner Temple; E. C. H. Brown, Inner Temple; W. Carnelley, Inner Temple; A. C. Clauson, Lincoln's-inn; M. W. Dixon, Inner Temple; A. G. Du Cane, Inner Temple; J. P. L. D. Durrell, Inner Temple; W. Egerton, Middle Temple; S. Fisher, Inner Temple; J. E. Forty, Lincoln's-inn; N. T. Foster, Inner Temple; Raghu Nath Das Garge, Middle Temple; R. W. Gillan, Middle Temple; T. L. Gilmour, Middle Temple; H. C. Gollan, Middle Temple; C. A. O. T. Gregory, Inner Temple; R. E. Hodgeson, Lincoln's-inn; E. A. Howard, Middle Temple; Lal Jagmohan, Lincoln's-inn; A. H. Lawrence, Middle Temple; R. B. Lawrence, Lincoln's-inn; C. E. Mallet, Middle Temple; T. Mathew, Lincoln's-inn; Malawa Ram Mehta, Middle Temple; Pranjan Jagjivan Mehta, Middle Temple; Uma Sankar Misra, Inner Temple; C. M. Nelson, Lincoln's-inn; T. Nickels, Middle Temple; A. B. J. Norris, Inner Temple; F. Peacock, Inner Temple; C. A. Rhodes, Inner Temple; E. Shortt, Middle Temple; W. H. Stevenson, Gray's-inn; W. R. Vale, Gray's-inn; D. H. R.

Waldron, Lincoln's-inn; R. E. White, Inner Temple; H. W. Wyatt, Inner Temple; H. W. Wickham, Middle Temple; H. B. D. Woodcock, Middle Temple.

## INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 11th of April, 1889:—

Adams, George Charles  
Andrew, Charles James, B.A.  
Andrew, Sidney  
Anthony, James Emerson  
Aulton, Edgar Stanley  
Axe, John William  
Ayton, John  
Bale, Arthur Edwin  
Barnes, Nicolas Edmund  
Bartlett, Arthur Henry, B.A.  
Bennett, Anthony Henry Armitage  
Bennett, Frank Clayton  
Berkeley, Charles Walter  
Birdwood, Francis Travers, B.A.  
Blackall, John Offspring, B.A.  
Blake, Herbert Frederick, B.A.  
Blunt, Arthur Giraud  
Boulton, Frederic James  
Brewis, Bertram  
Briggs, Basil Shaw  
Brockbanks, Francis Herbert  
Brutton, George Kingston Hall  
Bryan, Frank Smith  
Buller, Alban Gardner  
Burton, Walter  
Bush, Harry Edgell, B.A.  
Caldecott, Leicester  
Candler, Edward Wagstaffe, B.A.  
Capes, Robert  
Carr, Edward  
Cavit, Thomas Emmerton  
Chalk, John Henry  
Chapman, Walter Charles Stephen-  
son, B.A.  
Church, Edgar Francis  
Clutterbuck, Charles Romane  
Coleridge  
Conway, Philip Charles  
Coode, William Melville, B.A.  
Cooke, William Joel  
Cooper, William Thompson  
Coulson, Henry Lewis  
Coveney, Arthur  
Crookes, Philip Francis  
Davies, Jonah  
Davis, Joseph  
Dodd, Cyril  
Dowse, Esmonde Henry Augustine  
Kenrick  
Draper, Harold Irving  
Duncan, Andrew Jameson Matthews,  
B.A.  
Duncan, Henry Hunter  
Dunster, Edward Luisz  
Eagleton, Leonard Osborne  
Egginton, William Henry  
Elbridge, Thomas Reader  
Emanuel, Frederick Graham  
Emanuel, Jonas Jacobs  
Evans, Richard Gwynne  
Fisher, Theodore  
Gardiner, Walter Douglas  
Garratt, John Whitmore  
Geake, Arthur  
Goffon, William Smith  
Goodwin, John Joseph  
Gossage, Ralph Howard  
Grave, Foster  
Grey, George, B.A.  
Grundtvig, Herbert Theodore, B.A.  
Grunebraun, Martin  
Gustard, Walter Stafford  
Haines, Nigel Decimus  
Halsey, Bernard Edward  
Halsted, Walter Francis  
Hankinson, Kyre Chatfield, B.A.  
Hargrove, Sidney Harold, B.A.  
Harries, James Simmons  
Harris, Frederick William, B.A.  
Harrison, Ernest  
Harrison, Robert George  
Hartley, Thomas  
Hatton, Leonard Ernest  
Hawkins, Henry Forshaw, B.A.

Hickson, George William  
Hodgson, Arthur Edwards  
Howard, Allen  
Howes, Frederick William Fladgate  
Hubbard, Seymour Edgar  
Hutton, Harold Clarke  
Ingledean, Hugh Murray, B.A.  
Jackson, Edward McDonald Caunter  
Jeffery, Cuthbert John  
Jelf, George Edward, B.A.  
Jenkins, William McIntosh  
Jennings, Alexander Frederic  
Jones, Arthur Richard Vernon  
Johnson, Joseph  
Keeble, Edward Moss  
King, Leonard Burrows  
Kirby, Cyril Herbert  
Knight, William Herbert  
Leeming, Richard Edward  
Legender, William Pearson  
Lewis, William  
Little, Guy Tristram  
Magee, George Michael  
Martyn, John Ley Kemphorne  
Marvin, Reginald Yelf  
Maynard, Samuel Tomkins  
Mayo, Thomas Worsfold  
Middleton, Joseph  
Milvain, Alfred  
Morris, Archibald George  
Mounsey-Heysham, George Arthur  
Heysham, B.A.  
Moxon, Cecil Dunhill  
Musgrave, Arthur  
Nicholls, Percy James  
Nicholson, Charles Lothian  
Norfolk, Edward  
Oldrey, Eustace Nugent  
O'Leary, John Ralph Arthur  
Phillip, Charles Jenkins  
Plaskitt, William Levers, M.A.,  
LL B.  
Poppleton, George  
Powell, Wilfrid  
Preston, Arthur Sausome  
Tye, George  
Read, Alfred  
Röder, Ernst Adolf  
Kitson, George Spark  
Robinson, Charles  
Rooke, Charles Keith Jago  
Saunders, Ernest Henry  
Scurrah, John Bainbridge  
Simonds, Frederick Thomas  
Smith, Frank Feudale  
Snook, Walter Percy  
Stack, Maurice Redfern  
Stanfield, Arthur John Caarles, B.A.  
Stiff, Horace William  
Stowell, Richard Tatham  
Stuart, Hubert Langham  
Stuttaford, Frank  
Surtees, Aubone Alfred, B.A.  
Taylor, Robert Benson  
Taylor, Walter  
Thomson, James Richard  
Timbrell, Albert Edward  
Tweed, Robert Peers Fenn  
Tweedale, John Howarth  
Veitch, Harry Morgan  
Vicars, Matthew John Miles, B.A.  
Walker, Albert William Joseph  
Walker, Stephen Arthur  
Ward, Nelson, B.A.  
Watson, Samuel  
Watte, William Harry  
Wearing, Richard Rowland Parke  
Wells, Ernest Fleetwood  
Wheeler, George Gabriel Glasspool  
White, Edward Aubrey  
White, Joseph John Fisher, B.A.  
White-Cooper, Alfred Samuel  
Pluspate, B.A.  
Williams, Leslie John

Wilson, Brereton Knyvet  
Wilson, Harold Inchbald, B.A.  
Wilson, William Mortimer, B.A.

Woolnough, Charles Walter  
Wright, John George  
Young, George James, B.A.

## FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 9th and 10th April, 1889:—

Akerman, William Mason  
Aldridge, George Braxton  
Allen, Walter Bulkeley  
Anderson, Thomas Alexander  
Andrews, Richard William  
Aspinall, Herbert Hackett  
Bale, John Edward  
Barlow, George Edmund Joseph  
Hilario  
Barnett, Henry Augustus Grattan  
Barwise, Thomas Higham  
Beale, Harry Hibberd  
Bedford, Henry Esme Riland  
Bell, Robert  
Bennison, John  
Blake, Arthur Roddam Frederick  
B.A.  
Booth, James Edward  
Bourne, William Percy  
Bower, George Walter  
Broomhead, Henry Oliver  
Bunting, Mildred Dethick  
Bunting, Walter Sampson  
Burrows, Charles Lionel  
Burton, Ernest Montague  
Carr, George Arthur Buxton  
Caunce, John Caunce Linney  
Charlesworth, Arthur Heywood  
Charlton, Ernest Edwin  
Charnley, William Stuart George  
Chell, Herbert William  
Chinn, Alan Edward  
Cobb, John Austin  
Cole, Francis Simcoe  
Coleman, George  
Collison, Frederick Thackeray, B.A.  
Cooper, Godfrey Charles, B.A.  
Crawshaw, Lionel Townsend, B.A.  
Crisp, Alfred Henry  
Crooks, Edward Victor  
Crosbie, George Virtue  
Davies, John Arthur  
Davis, Frank  
Drake, Arthur Herbert  
Dumbleton, Alan Southey  
Evans, Edward Gwalmhai David  
Finch, George William  
Finchett, William Henry  
Fisher, William Swann  
Ford, Alexander James  
Freeman, John Edward  
Frith, Cyril Armetrading  
Garner, Stanley  
Gaunt, Hermon Alfred  
Gellatly, Herbert  
Gilberthorpe, George Cooke  
Giubb, Albert de Castro  
Graham, Peter, B.A.  
Grattan, Herbert Sterland  
Green, John Robert  
Greenwood, Thomas Fairthorne  
Hale, Frederick Johnstone O'Brien  
Hall, Marriott Firth  
Hallsworth, James Henry  
Halsall, George Ashton  
Hanson, Oswald Shaw  
Harby, Travers Bidder  
Harris, George Beynon  
Hil, John Ernest  
Hodding, George Montagu  
Hodges, Alfred  
Holt, Herbert James Whitwell  
Horridge, Frederic Arthur  
Howard, Charles  
Ingram, Melville Herbert  
Jenkins, Henry Martyn

'The *St. James's Gazette* says that the Attorney-General attended a dinner given in his honour at the St. Stephen's Club on Wednesday evening. The Attorney-General had a great "ovation," and the Lord Chancellor, who was in the chair, "spoke with his usual homely felicity."

## LEGAL NEWS.

## APPOINTMENTS.

**Mr. WILLIAM JOSEPH FRASER**, solicitor, of 2, Soho-square, W., has been unanimously re-elected Chairman of the Board of Guardians of the Westminster Union. He was admitted a solicitor in Michaelmas Term, 1866, and was Clifford's-inn prizeman for that term, and is the Assistant Examiner for Conveyancing at the final examination. Mr. Fraser is a member of the Corporation of London.

**Mr. LLEWELLYN HUGH JONES**, solicitor (of the firm of Evan, Morris, Bush, & Jones, of Wrexham and Ruabon), has been appointed Official Receiver in Bankruptcy for the Chester and North Wales District. Mr. Jones was admitted a solicitor in 1885.

**Mr. FRANCIS GEORGE BUTLER**, solicitor (of the firm of Wilkinson & Butler), of St. Neots, has been appointed by the High Sheriff of Bedfordshire (the Marquis of Tavistock) to be Under-Sheriff of that county for the ensuing year. Mr. Butler was admitted a solicitor in 1853.

**Mr. PETER EDWARD HANSELL**, solicitor (of the firm of Hansell & Hales), of Norwich and Cromer, has been appointed by the High Sheriff of Norfolk (Mr. Henry William Bartholomew Edwards) to be Under-Sheriff of that county for the ensuing year. Mr. Hansell was admitted a solicitor in 1855.

**Mr. HENRY SACHEVEREL SHERRY**, solicitor, of 4, Raymond-buildings, Gray's-inn, has been appointed by the High Sheriff of Dorsetshire (Sir Frederick Johnstone) to be Under-Sheriff of that county for the ensuing year. Mr. Sherry was admitted a solicitor in 1868.

**Mr. FREDERICK ALBERT BOSANQUET**, Q.C., who has been appointed to act as a Commissioner of Assize, is the fourth son of Mr. Samuel Richard Bosanquet, of Dingestow Court, Monmouthshire, and was born in 1837. He was educated at Eton, and he was formerly fellow of King's College, Cambridge, where he graduated in the first class of the classical tripos, and also as a senior *optime* in 1860. He was called to the bar at the Inner Temple in Trinity Term, 1863, and he is a member of the Oxford Circuit. He was junior counsel to the Admiralty from 1875 till 1880, when he was created a Queen's Counsel. He is recorder of the City of Worcester, and he was a member of the Royal Commission on the Metropolitan Board of Works.

**Dr. THOMAS CLIFFORD ALLBUTT** has been appointed a Commissioner in Lunacy.

**Mr. JOSEPH WILLIAM ELLIS**, solicitor (of the firm of Ellis & Bickersteth), of 1, Bucklersbury, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

**Mr. EDWARD REGINALD ELLIOTT**, solicitor (of the firm of Langley & Elliott), of Stockton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

**Mr. FREDERICK DANBY-PALMER**, solicitor, has been created a Deputy Lieutenant for the County of Norfolk. Mr. Palmer was admitted a solicitor in Michaelmas Term, 1861, and is the present mayor of Great Yarmouth.

## GENERAL.

The Commissioners for Oaths Bill was read a third time in the House of Lords on Tuesday.

The list of House of Lords appeals for the present sittings contains thirty-seven causes, of which twenty-eight are English, two are Irish, and seven are Scotch appeals.

The news of Mr. Baron Huddleston's health on Thursday morning was somewhat improved, but if current rumour is correct, the learned judge's condition has been very serious.

Lord Herschell will preside at the anniversary festival of the United Law Clerks' Society, which will take place at the Freemasons' Tavern on Wednesday, June 26.

The Mr. Pyke to whose accident we referred last week is Mr. William Pyke, of the firm of Pyke & Minchin, of Metal Exchange-buildings, E.C. After being for some days unconscious, we believe that he is now making progress towards recovery.

The Supreme Court of Pennsylvania has followed the fashion of the New York Court of Appeals, and its judges have put on gowns. There are only three gowned courts in the United States: the Supreme Court of the United States, the New York Court of Appeals, and the Supreme Court of Pennsylvania.

Notice is given of an intended application to Parliament for leave to bring in a Bill to authorize the Scottish Provincial Assurance Co. to transfer their undertaking, together with their property, &c., and all obligations, rights, &c., to the North British and Mercantile Insurance Co.

Mr. Saunders, one of the two metropolitan police magistrates attached to the Thames Police-court, was on Monday lying at his residence in a critical condition. This made the fifth magistrate in London then on the sick list, and great inconvenience was experienced in dealing with the work of each court.

A meeting of the rule committee of the judges was held at the Royal

Courts of Justice on Wednesday afternoon, when there were present the Lord Chancellor, Lord Chief Justice Coleridge, the Master of the Rolls (Lord Esher), Sir James Hannen, Lord Justice Lindley, Lord Justice Fry, Mr. Baron Pollock, and Mr. Justice Manisty. The meeting was a strictly private one.

It is stated that an old Colonial statute has been discovered in New Jersey, still unrepealed, which provides "that all women of whatever age, profession, or rank, whether maids or widows, who shall, after this Act, impose upon, seduce, or betray into matrimony any of his Majesty's subjects, by virtue of scents, cosmetics, washes, paints, artificial teeth, false hair, or high heeled shoes, shall incur the penalty now in force against witchcraft and like misdemeanours."

In the House of Commons on Monday Mr. H. Fowler asked the Attorney-General whether any steps had been taken to carry into effect the provisions of the 25th and 45th sections of the County Court Act, 1888 [relating to county court registrars and their salaries]. The Attorney-General said no vacancies where the provisions would take effect have occurred since the Act came into operation; but there are certain cases where the registrars have expressed their willingness to come under these provisions, subject to the terms being such as they desired, and these cases are under the consideration of the Lord Chancellor and the Treasury.

A Bill introduced by Mr. Addison, Q.C., is intended to bring two different classes of persons within the operation of the Vagrant Act. The first class includes any person who, in a place of public resort, persistently and without lawful excuse follows, accosts, or addresses any female against her will and to her annoyance. The second class includes any person who, falsely and without lawful excuse, accuses himself of an offence against the law to a police officer or other person who is lawfully charged with or concerned in the apprehension of the persons charged. Both these classes are to be deemed "idle and disorderly persons," and consequently liable to imprisonment with hard labour for a month.

The *Times* City article says that with reference to the redemption of Old Consols it is officially announced that, in accordance with the terms of a resolution of the House of Commons passed on July 5, 1888, and with the provisions of the National Debt Redemption Act, 1889, all persons who are holders of Three per Cent. Consols on Saturday, July 6 next, will be paid off at the rate of £100 sterling for every £100 stock, together with the interest accrued up to date—viz., six months dividend accrued up to July 5 and a special dividend for one day's interest. On July 7 interest will cease. Holders of Three per Cent. Consols who may find it convenient to be paid off in advance of the day fixed for redemption can receive on Tuesday, May 14, the sum of £101 6s. 8d. sterling for each £100 of stock—that is to say, £100 in payment of principal and £1 6s. 8d. in consideration for accrued interest. The sum of £1 6s. 8d., being interest, will be subject to income-tax. Applications, which will be entertained to the extent of £15,000,000, must be made on a form to be obtained at the Bank of England on or before Thursday, May 9. Applications will be recorded in the order in which they are received.

According to the *Albany Law Journal*, in an interview with a reporter of the *Daily News* about three years ago, Sir Charles Russell gave the following account of his methods of getting to work: "If you ask me," he told the reporter, "to reduce the common habit of my life to a formula, I will tell you that I have only four ways of preparing my work. First, to do one thing at a time, whether it is reading a brief or eating oysters, concentrating what faculties I am endowed with upon whatever I am doing at the moment. Secondly, when dealing with complicated facts, to arrange the narrative of events in the order of date—a simple rule not always acted upon, but which enables you to unravel the most complicated story, and to see the relation of one set of facts to other facts. My third rule is never to trouble about authorities or case law supposed to bear on a particular question until I have accurately and definitely ascertained the precise facts. This last rule is one which the professional man will appreciate better, perhaps, than the layman. It is not only valuable—I may say this, as I did not invent this—but very interesting to me individually, as I got it from Lord Westbury, when a young hand at the bar and pleading before him, I was plugging into citation of cases, when he very good-naturedly pulled me up, and said—'Mr. Russell, don't trouble yourself with authorities until we have ascertained with precision the facts; and then we shall probably find that a number of authorities which seem to bear some relation to the question have really nothing important to do with it.' My fourth rule is to try and apply the judicial faculty to your own case in order to determine what are its strong and weak points, and in order to settle in your own mind what is the real turning point in the case. This method enables you to discard irrelevant topics and to mass your strength on the point on which the case hinges."

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHERRY.
Monday, May .....	6 Mr. Jackson	Mr. Leach	Mr. Lavie
Tuesday .....	7 Carrington	Beal	Pugh
Wednesday .....	8 Jackson	Leach	Lavie
Thursday .....	9 Carrington	Beal	Pugh
Friday .....	10 Jackson	Leach	Lavie
Saturday .....	11 Carrington	Beal	Pugh

	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEKWICH.	Mr. Godfrey
Monday, May.....	6 Mr. Ward	Mr. Koe	Rolt	
Tuesday.....	7 Pemberton	Clowes	Godfrey	
Wednesday.....	8 Ward	Koe	Rolt	
Thursday .....	9 Pemberton	Clowes	Godfrey	
Friday .....	10 Ward	Koe	Godfrey	
Saturday .....	11 Pemberton	Clowes	Rolt	

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.  
Masters in Chambers for Easter Sittings, 1890.

A to F.—Mondays, Wednesdays, and Fridays, Master Johnson. Tuesdays, Thursdays, and Saturdays, Master George Pollock.

G to N.—Mondays, Wednesdays, and Fridays, Master Macdonell. Tuesdays, Thursdays, and Saturdays, Master Butler.

O to Z.—Mondays, Wednesdays, and Fridays, Master Francis. Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

EASTER SITTINGS, 1889.

A to F.—All applications by summons or otherwise in actions assigned to Master Butler under these letters are to be made returnable before him in chambers, G to N Room.

All applications by summons or otherwise in actions assigned to Master Macdonell under these letters are to be made returnable before him in chambers, G to N Room.

G to N.—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own room, No. 181, at 11 30 a.m., on Mondays, Wednesdays, and Fridays.

All applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before him in his own room, No. 175, at 11 30 a.m., on Tuesdays, Thursdays, and Saturdays.

O to Z.—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 114, at 11 30 a.m., on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11 30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

BY ORDER OF THE MASTERS.

SPRING ASSIZES.

NORTH-EASTERN (Field and Hawkin, JJ.)—Leeds, Saturday, May 18.  
NORTHERN (Stephen, J., and Mr. Commissioner F. A. Bosanquet, Q.C.)—Manchester, Saturday, May 11; Liverpool, Saturday, May 18.

WINDING UP NOTICES.

*London Gazette*.—FRIDAY, April 26.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLAN & CO., LIMITED.—Petition for winding up, presented April 15, directed to be heard before North, J., on May 4. Beall & Co., Blomfield house, London wall, solors for petitioners.

ORMEROD, GIBERSON, & CO., LIMITED.—Stirling, J., has fixed Tuesday, May 7, at 17, at his chambers, for the appointment of an official liquidator.

SWEDISH AND NORWEGIAN RAILWAY CO., LIMITED.—Petition for winding up, presented April 25, directed to be heard before Stirling, J., on May 4. Lumley & Lumley, Conduit st, solors for petitioners.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WEST KIRBY HYDROPATHIC HOTEL CO., LIMITED.—The Vice-Chancellor has, by an order dated April 16, appointed Robert Falconer Macfee, 77A, Lord st, Liverpool, to be official liquidator.

FRIENDLY SOCIETIES DISSOLVED.

LOYAL LORD BYRON LODGE, Independent Order of Odd Fellows, Manchester Unity, Brown Cow Inn, Baglase, Lancaster. April 21

*London Gazette*.—TUESDAY, April 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LLWYDAETH IRON, STEEL, AND TIN PLATE CO., LIMITED.—Petition for winding up, presented April 23, directed to be heard before Chitty, J., on Saturday, May 11. White, New inn, agent for James, Swansea, solor for petitioners.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

KING INSURANCE CO., LIMITED.—The Vice-Chancellor has fixed May 9, at 11, at 9, Cook st, Liverpool, for the appointment of an official liquidator.

CREDITORS' NOTICES.  
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, April 26.

ATKINSON, ANTHONY OWEN, Kingston upon Hull. May 18. Trimble v Wake Stirling, J. Maynard, Preston.

*London Gazette*.—TUESDAY, April 30.

BUTCHEE, CHARLES, Glasshouse st, Lodging House Keeper. May 28. Dawson v Butcher, Chitty, J. Collier, Walbrook.

HETHERINGTON, ROBERT, Liverpool. May 28. Ortwin v Ortwin, Registrar, Liverpool. McMaster, Liverpool.

WILLINS, JANE ELIZABETH MARY ANN, Hammersmith. June 4. Willins v Wray, Chitty, J. Holme, Old Jewry.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*.—TUESDAY, April 16.

ALLEN, MARY, Gloucester rd, Newcastle upon Tyne. May 1. Laws & Co., New castle upon Tyne.

BAYLIS, CALEB, Crowle, Worcester, Gent. May 31. Southall, Worcester	
BEACH, FREDERICK, Newport, I W, Gent. May 31. Eldridge & Sons, Newport and Ryde, I W	
BECKFORD, CHARLOTTE MARIA, Cumberland pl, Southampton. May 16. Bennett & Co, New sq, Lincoln's inn	
BEVAN, SETH, Plymouth, Builder. May 16. Shelly & Johns, Plymouth	
BRIERLEY, ABRAHAM, Salford. May 4. Crofton & Craven, Manchester	
BULMER, EMILY, Strood, Kent. June 15. Tassell & Son, Faversham	
BUREOW, ANN, St Thomas sq, Hackney. May 15. Hubbard, Chancery lane	
BUTT, JOHN GEORGE, Clarence rd, Hackney, Oilman. May 4. Sweetland & Greenhill, Fenchurch st	
CLEGG, EDWARD, Rochdale, Innkeeper. May 20. Standing & Co, Rochdale	
CLEGG, LEVI, Rochdale, formerly Beerseller. May 20. Standing & Co, Rochdale	
COLLIER, WILLIAM, Gravesend, Kent, Gent. May 13. Sharland & Hatten, Gravesend	
COOK, JEFFREY WILLIAM, Carisbrooke, I W, Gent. May 31. Eldridge & Sons, Newport, I W	
COOK, REBECCA, Newport, I W. May 31. Eldridge & Sons, Newport, I W	
DAVIES, DAVID, Hirwain, Aberdare, Glam. May 20. Linton & Kenshole, Aberdare	
DELANY, ANN, Addington sq, Camberwell rd. July 1. Todd & Co, Chancery lane	
DYSON, THOMAS GERVASE FINCH, Church Villa, Thames Ditton, Esq. May 31. Trindall & C, Cornhill	
EUSTACE, EDWIN, Long Marston, Tring, Herts, Farmer. May 15. J. & T. Parrott, Aylesbury	
EVANS, MARY, Machynlleth, Montgomery. April 27 Morgan, Llanidloes	
FAIRBROTHER, ANN, Atherton, Lancs. June 15. Carr, Atherton	
FYNNEY, FREDERICK ADOLPHUS, Cheetham within Cheetham, Manchester. May 24. Hilditch, Manchester	
GRAHAM, ANN, Gartmore, Wimbledon. May 15 Monkland, Gracechurch st	
GRAY, GEORGE, West Hartlepool, Gent. May 10. Fryer, West Hartlepool	
GURNEY, HARRIET, Ladbrooke terr, Notting hill. May 25. Gurney, Queen Victoria st	
HARDEN, THOMAS, Sherborne, Dorset, Ironmenger. May 13. Bartlett & Son, Sherborne	
HAETSHORN, EDMUND, jun, Mortimer rd, Kingsland, Gent. May 11. Bowman & Crawley-Broevey, Bedford row	
HEALEY, HENRY, Llandudno, Carnarvon, Gent. May 27. Orgill, Bedford row	
HEYWOOD, WILLIAM, Leek, Staffs, Licensed Victualler. May 31. Challinor & Shaw, Leek	
HUDSON, MARY ANN, Caroline pl, Wittemburg st, Clapham. May 20. Webbers & Duncan, Furnival's inn	
JACKSON, WILLIAM FRANCIS, Salford, Letterpress Printer. May 4. Crofton & Craven, Manchester	
JOHNSON, JOSEPH, Brampton, Derby, retired Fish Curer. May 1. Jones & Middleton, Chesterfield	
LETHBRIDGE, THOMAS, Bicknoller, Somerset, Yeoman. May 10. Hellard, Stogumber	
MACKLIN, JACOB, Oystermouth, Glam, retired Brewer. May 17. Evans, Swansea	
MANN, JOHN, Lichfield, Gent. May 31. Barnes & Son, Lichfield	
MORRISON, DUNCAN HOME, Duke st, St James'. May 28. Booty & Bayliffe, Raymond Bidgs, Gray's inn	
PHILLIPS, CATHERINE AUBORA, Sorrent, in Torquay. May 18. Buckingham & Son, Exeter	
QUAYLE, JAMES, Liverpool, Joiner. May 8. Lupton, Liverpool	
RIDGE, BENJAMIN, High st, Putney, Physician. May 15. Robinson, Jermyn st, St James	
ROACH, JAMES, Plymouth, General Dealer. May 13. Rooker & Co, Plymouth	
SEATON, R. HON JAMES, Baron, Plympton St Mary, Devon. May 18. Clarke & Lukin, Chard, Somerset	
SINGLETON, ELIZA, Wharton, Chester. June 1. Cooke & Sons, Winsford	
SNEYD, Rev. WALTER, Keele Hall, Stafford. May 17. Knight & Son, Newcastle Staffordshire	
STAY, WILLIAM, Stoughton, Sussex, Farmer. May 18. Raper & Freeland, Chichester	
TAYLOR, WILLIAM, Mount st, Bethnal gn, Care Dealer. May 30. G. E. & F. J. East, Basingstoke st	
TIPLER, GEORGE, Little Hallingbury, Essex, Farmer. May 23. Baker & Thorneycroft, Bishops Stortford, Herts	
TURNER, MARTHA, Carter place Hall within Haslingden, Lancs. May 20. P. & J. Watson, Bury	
WILLIS, EDWARD EDWIN, High st, Merton, Coal Merchant. May 11. Bordman & Co, Trinity st, Southwark	
<i>London Gazette</i> .—FRIDAY, April 19.	
ADAMS, JOHN AUSTIN, Malvern, Plumber. June 1. Wadeson & Malleson, Austin Friars	
BEDFORD, JONATHAN, Middlestown, nr Wakefield, Retired Blacksmith. May 16. Haigh & Co, Horbury Bridge	
BLANCHETT, THOMAS, Alpha pl, St John's Wood, Commercial Traveller. May 31	
McMILLAN, BLOOMSBURY SQ	
BROWN, RICHARD, Newcastle on Tyne, Photographer. May 31. Quian & Sons, Liverpool	
CARLOSS, HERBERT, Poynings rd, Harmonium Manufacturer. May 20. Maskell, Gt James st, Bedford row	
CLARKE, JOSHUA, Ipswich, Soap Manufacturer. June 1. Aldous & Turner, Ipswich	
COLE, FERNANDO, Wythburn, Cumberland, Farmer. May 12. Gatey, Ambleside	
COULSON, JAMES, Kingston upon Hull, Pork Butcher. June 4. Thorne & Son, Hull	
DICKINSON, JESSE, Westhoughton, Lancs, Gent. June 4. Dowling & Urry, Bolton	
EVERITT, RIVERA, Harkstead, Suffolk, Farmer. June 16. Jackaman & Sons, Ipswich	
GRAHAM, MARY, Esplanade West, Sunderland. June 1. Simey, Sunderland	
HEATH, GEORGE, Endon, Leek, Staffs, Farmer. April 29. Hollinshead & Moody, Tunstall	
IVES, JAMES, Loughborough rd, Brixton, Gent. May 23. Lake & Co, New sq, Lincoln's inn	
JENKINS, HENRY, Burley, Southampton, Independent Minister. June 1. Coxwell & Pope, Lymington	
JOHNSON, MARY ANNE, Carlton hill, St John's Wood. June 14. Dod & Co, Berners st	
JONES, ROBERT, Manchester, Surgeon. May 31. Chapple & Co, Carter lane	
KERBY, ELIZA, Wisteria rd, Lewisham. May 19. Guillaume & Sons, Salisbury sq, Fleet st	
KIDDELL, JOHN SEELY, Sall, Norfolk, Farmer. May 20. Ireland, Bedford row	

- KILBY, JOSEPH, Hulme, Manchester. May 18. Cobbett & Co, Manchester  
 LAWTON, JOSEPH, Newchapel, Staffs, Collier. April 26. Hollinshead & Moody,  
 Tunstall  
 LUFF, RICHARD, Burrsdon, Southampton, Yeoman. June 16. F. I. & J. C.  
 Warner, Winchester  
 MACKEN, FLORENCE, Albion st, Hyde Park. May 18. Harwood & Stevenson,  
 Lombard st  
 MALLABONE, JOHN, Leonard st, Finsbury, Cabinet Manufacturer. May 28.  
 Button & Co., Henrietta st, Covent Garden  
 MANN, JAMES, Harborne, Staffs, Painter. June 1. Jeffery & Co., Birmingham  
 MORTON, MARY ANN, Stansby rd, Limehouse. May 22. Dransfield & Hodgkin-  
 son, Penistone  
 MUSGRAVE, JOHN, Wolviston, Durham, Yeoman. May 15. Watson & Co.,  
 Stockton on Tees  
 NAYLOR, MARTIN EDWARD, Wakefield, Veterinary Surgeon. May 29. Stewart &  
 Co., Wakefield  
 PADDON, ANNE, Eastbourne. May 13. Hayward, King st, Cheapside  
 PELLY, ARTHUR RAYMOND, Bangor, retired Capt in Royal Artillery. June 24.  
 Carter & Barber, Austin Friars  
 PHILLIPS, WILLIAM, Luton, Civil Engineer. May 18. Nicholls & Co, Basinghall at  
 REA, JANE PELHAM, Carlton terr, Chester. July 1. Gawith, Liverpool
- RICHARDS, ELIZABETH, Llanstephan, Carmarthen. May 31. Barker & Co, Gar-  
 marthen  
 SHAPPEE, ELIZABETH (otherwise PURCHASE), Hatcham, Surrey. May 19.  
 Guillaume & Sons, Salisbury sq, Fleet st  
 SMURWATTE, MARY, Rothbury st, Scarborough. May 18. Birdsall & Cross,  
 Scarborough  
 STOCKDALE, GEORGE, Stockton on Tees, Innkeeper. May 22. Watson & Co.,  
 Stockton on Tees  
 STROLOGO, ANGELO (or ANGIOLO) DELLO, Regent st, Operatic Agent. May 15.  
 Amos, Clement's inn, Strand  
 TAYLOR, ELIZABETH, Luton, Beds. May 21. Cooke & Son, Luton  
 THOMAS, HANNAH, Cellarddu, nr Tredegar, Mon. April 30. Davies, Tredegar  
 THOMSON, FRANCES, Pembridge villas, Bayswater. May 20. Williams, Albany  
 rd, Stroud Green

**WARNING TO INTENDING HOUSE PURCHASEES & LESSEES.**—Before purchasing or  
 renting a house have the Sanitary arrangements thoroughly examined by an expert  
 from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, West-  
 minister (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

### BANKRUPTCY NOTICES.

*London Gazette*—FRIDAY, April 26.

#### RECEIVING ORDERS.

- BAKER, GEORGE, Nottingham, Tailor, Nottingham Pet April 24 Ord April 24  
 BAECHAM, MARY ANN, Knapton, Norfolk, Shopkeeper Norwich Pet April 8 Ord April 24  
 BARNE, FRANCIS, Watlington, Oxon, Baker Aylesbury Pet April 20 Ord April 20  
 BRADBURNE, WILLIAM HENRY, Church Stretton, Salop, Land Agent's Assistant Shrewsbury Pet April 24 Ord April 24  
 BURGESS, WILLIAM GEORGE, Hillfoot, Sheffield, Beerhouse keeper Sheffield Pet April 24 Ord April 24  
 CAVE, JOHN, Surfleet, Lincs, Grocer Peterborough Pet April 24 Ord April 24  
 DAVIES, JOHN, Cadoxon nr Neath, Glamorgan, Woollen Manufacturer Neath Pet April 24 Ord April 24  
 DURRANT, WILLIAM, Gt Yarmouth, Fruiterer Gt Yarmouth Pet April 24 Ord April 24  
 EVANS, WILLIAM ELLIOT, Sherwood st, Golden sq, Bland Maker High Court Pet April 8 Ord April 18  
 FEERMAN, ROBERT NATHANIEL, Liverpool, Tobacco-dresser Liverpool Pet April 24 Ord April 24  
 GAZARD, JOSEPH, Cardiff, Saddler Cardiff Pet April 18 Ord April 18  
 HUTTON, JOHN GAETH, Idle, nr Bradford, Grocer Bradford Pet April 24 Ord April 24  
 JACKSON, JAMES, Ashton under Lyne, formerly Licensed Victualler Ashton under Lyne Pet April 17 Ord April 17  
 MELLOR, THOMAS, Hunstlet, Leeds, late Grocer Leeds Pet April 24 Ord April 24  
 NABARO, REUBEN, Middlesex st, Woollen Warehouseman High Court Pet April 24 Ord April 24  
 PAXMAN, GEORGE, Small Heath, Birmingham, Grocer Birmingham Pet April 12 Ord April 24  
 PROCTOR, PETER, Nottinham, Grocer Nottingham Pet April 24 Ord April 24  
 ROWHOTTOM, SAMUEL, Derby, Electrician, Derby Pet April 24 Ord April 24  
 SALT, THOMAS, Coventry, Boot Manufacturer Coventry Pet April 24 Ord April 24  
 SLATE, PERRY, Walsall, Fitter Walsall Pet April 24 Ord April 24  
 SQUIRES, ARTHUR, Burslem, Staffs, Tailor Burslem Pet April 18 Ord April 18  
 WOOD, GEORGE, Holbeck, Leeds, Joiner Leeds Pet April 24 Ord April 24  
 The following amended notice is substituted for that published in the London Gazette of April 9.  
 WOODHOUSE, WYNDHAM SPARKS, Kingston on Thames, late Capt 3rd Battalion Manchester Regiment Kingston Pet April 4 Ord April 4

#### FIRST MEETINGS.

- AYLES, ROBERT ANDREWS, jun, Weymouth, Builder May 6 at 12.30 Off Rec, Salbury  
 BAECHAM, MARY ANN, Knapton, Norfolk, Shopkeeper May 4 at 12 Off Rec, 8, King st, Norwich  
 BURDEN, WILLIAM, Nelson, Lancs, Fish Dealer May 16 at 1.30 Exchange Hotel, Nicholas st, Burnley  
 CANTY, WILLIAM HENRY, Tunbridge Wells, Builder May 6 at 2.30 Spencer & Keeves, Mount pleasant, Tunbridge Wells  
 DAVIES, EDWIN, jun, Lampeter, Cardiganshire, Tailor May 4 at 11 Off Rec, 11, Quay st, Carmarthen  
 HITCHON, SAMUEL, Liverpool, Provision Merchant May 7 at 3 Off Rec, 35, Victoria st, Liverpool  
 LALEO, AUGUSTUS FELIX, Bedford, late Schoolmaster May 6 at 12 8, St Paul's eq, Bedford  
 LONG, WILLIAM, Bunwell, Norfolk, Farmer May 4 at 12.30 Off Rec, 8, King st, Norwich  
 MORRIS, JOHN, Liverpool, General Printer May 7 at 2 Off Rec, 35, Victoria st, Liverpool  
 PELL, LOUIS, Aldershot, Coal Merchant May 6 at 2 3 Victoria Hotel, Aldershot  
 PHILLIPS, JOHN, Cadoxon juxta Barry, Glamorgan, Ironmonger May 7 at 3 Off Rec, Whitehall chmbs, 25, Colmore row, Birmingham  
 UNDERWOOD, PERCY HESLOP, Oldham, Mantle Manufacturer May 6 at 3 Off Rec, Priory chmbs, Union st, Oldham

#### AUDICTIONS.

- ASH, CHARLES HENRY, Saltershebble, Halifax, B er Halifax Pet April 18 Ord April 24

- BAILEY, MARY, West Wrating, Cambs, Farmer Cambridge Pet March 19 Ord April 24  
 BAKER, GEORGE, Nottingham, Tailor Nottingham Pet April 24 Ord April 24  
 BAECHAM, MARY ANN, Knapton, Norfolk, Shopkeeper Norwich Pet April 18 Ord April 24  
 BENSON, GEORGE WILLIAM, Gt Portland st, Chemist High Court Pet Feb 18 Ord April 18  
 BONSON, HEBBERT WEBB, Cumberland Market, Regent's pk, Vinegar Brewer High Court Pet March 11 Ord April 18  
 BEYANT, OLIVER, Elm ct, Temple, Student for the Bar High Court Pet March 28 Ord April 18  
 BURGESS, WILLIAM GEORGE, Hillfoot, Sheffield, Beerhouse Keeper Sheffield Pet April 23 Ord April 24  
 CAVE, JOHN, Surfleet, Lincs, Grocer Peterborough Pet April 24 Ord April 24  
 CAVEN, JAMES, Addington rd, Bow, Draper High Court Pet April 11 Ord April 18  
 CLARKE, HENRY BERGER, Mincing lane, Chemical Merchant High Court Pet Feb 28 Ord April 18  
 CORELLI, CHARLES ALBERT EDMOND, Heddon st, Regent st, Foreign Warehouseman High Court Pet March 20 Ord April 18  
 CRIDLAND, JAMES WALTER, Leytonstone, Gent High Court Pet Jan 14 Ord April 18  
 DURRANT, WILLIAM, Gt Yarmouth, Fruiterer Gt Yarmouth Pet April 24 Ord April 24  
 FRANCIS, THOMAS, Etibron r.l, Fulham, Bricklayer High Court Pet April 17 Ord April 18  
 FREEMAN, ROBERT NATHANIEL, Liverpool, Tobacco-dresser Liverpool Pet April 24 Ord April 24  
 JACKSON, JAMES, Ashton under Lyne, formerly Licensed Victualler Ashton under Lyne Pet April 17 Ord April 24  
 MELLOR, THOMAS, Hunstlet, Leeds, late Grocer Leeds Pet April 24 Ord April 24  
 MORRIS, JOHN, Liverpool, General Printer Liverpool Pet April 12 Ord April 24  
 NABABEO, REUBEN, Middlesex st, Woollen Warehouseman High Court Pet April 21 Ord April 24  
 NEWMAN, EDWARD WALLACE, Royal Leamington Spa, Tobacconist Warwick Pet April 6 Ord April 17  
 PAKKINSON, WILLIAM, Poulton le Fylde, Lancs, Gent Preston Pet Mar 12 Ord April 24  
 PROCTOR, PETER, Nottingham, Grocer Nottingham Pet April 24 Ord April 24  
 ROBERTS, JOHN, Shrewsbury, Timber Merchant Shrewsbury Pet April 16 Ord April 24  
 ROWHOTTOM, SAMUEL, Derby, Electrician Derby Pet April 24 Ord April 24  
 SALT, THOMAS, Coventry, Boot Manufacturer Coventry Pet April 15 Ord April 24  
 SKEWIS, WILLIAM, Leadenhall st, Mining Engineer High Court Pet March 15 Ord April 14  
 SLATE, PERRY, Walsall, Fitter Walsall Pet April 24 Ord April 24  
 SQUIRES, ARTHUR, Burslem, Staffs, Tailor Burslem Pet April 17 Ord April 18  
 WOOD, GEORGE, Holbeck, Leeds, Joiner Leeds Pet April 24 Ord April 24

*London Gazette*—TUESDAY, April 30.

#### RECEIVING ORDERS.

- ALEXANDER, WILLIAM WHITEWATER, Aston, Birmingham, Manager Birmingham Pet April 27 Ord April 27  
 AMIES, THOMAS ANDREW ARTHUR, Mayfield, Staffs, Ironmonger Burton on Trent Pet April 26 Ord April 26  
 BRAINWOOD, JOSHUA, Weelsby, Lincs, Smackowner Great Grimsby Pet April 25 Ord April 25  
 BRIDGE, HENRY, Eastbourne, House Agent Eastbourne Pet April 17 Ord April 27  
 CALVERT, WEIGHT, North Ormesby, nr Middlesbrough, Licensed Victualler Middlesbrough Pet April 25 Ord April 25  
 CORBETT, WALTER RICHARD, Wellington, Salop, Printer Madeley, Salop Pet April 25 Ord April 25  
 COX, ARTHUR WELLINGTON, Maddox st, Regent st, Gold Laceman High Court Pet April 27 Ord April 27  
 DAVIDSON, GEORGE, Runcorn, Pork Butcher Warwington Pet April 25 Ord April 25  
 DAVIDSON, EDWARD, Brentford, Furniture Dealer Brentford Pet April 24 Ord April 24  
 DIX, WILLIAM, Nottingham, Wholesale Grocer Nottingham Pet April 25 Ord April 25  
 EVANS, HARRY, Lancaster, Builder Preston Pet April 13 Ord April 25

The following amended notice is substituted for that published in the London Gazette of April 5.

- DAVID, ROBERT, Liverpool, Saddler Liverpool Pet April 3 Ord April 3

The following amended notice is substituted for that published in the London Gazette of April 26.

- ROWHOTTOM, SAMUEL, Derby, Electrician Derby Pet April 24 Ord April 24

#### FIRST MEETINGS.

- ADAMS, THOMAS FREDERICK, Knowle rd, Brixton, Private Secretary May 10 at 11 33, Carey st, Lincoln's inn

AMIES, THOMAS ANDREW ARTHUR, Mayfield, Staffs, Ironmonger May 8 at 2 Off Rec, St James's chmbs, Derby  
 BAKER, GEORGE, Nottingham, Tailor May 7 at 11 Off Rec, 1, High pavement, Nottingham  
 BONSON, HERBERT WEBB, Cumberland Market, Regent's Park, Vinegar Brewer May 9 at 12, 33, Ca-ey st, Lincoln's inn  
 BOWLES, JOHN, Oddby, Leic, Glove Manufacturer May 7 at 12.30 Off Rec, 28, Friar lane, Leicester  
 BRADBUENNE, WILLIAM HENRY, Brockhurst, Church Street, Salop, Land Agent's Assistant May 10 at 1.15 Law Society, Talbot chmbs, Shrewsbury  
 BRADFOOT, CATHERINE, Exeter, Lodging House Keeper May 8 at 11 The Castle, Exeter  
 BRADLEY, FRANK, Pall Mall, Solicitor May 10 at 12 Bankruptcy bldgs, Lincoln's inn  
 BRAINWOOD, JOSHUA, Weelsby, Lincs, Smackowner May 10 at 12 Off Rec, 3, Haven st, Gt Grimsby  
 BROSCOMB, JOHN WILLIAM, Leeds, Grocer May 9 at 11 Off Rec, 22, Park row, Leeds  
 BURGESS, WILLIAM GEORGE, Hillfoot, Sheffield, Beer-house K-erper May 8 at 10.30 Off Rec, Figtree lane, Sheffield  
 CAVE, JOHN, Sunfleet, Lincs, Grocer May 8 at 12 County Court, Peterborough  
 CHALFONT, HENRY ERNEST, Theberton st, Islington, Journeyman Diamond Setter May 7 at 12.30 33, Carey st, Lincoln's inn  
 CHARLES, JOHN, North Kelsey, Lincs, Builder May 10 at 11.30 Off Rec, 3, Haven st, Gt Grimsby  
 CHENEY, JOHN, Littlethorpe, Leics, Baker May 7 at 3 Off Rec, 28, Friar lane, Leicester  
 CHESTER, Hon. GEORGE AUGUSTUS HAMILTON, Park st May 7 at 11 Bankruptcy bldgs, Lincoln's inn  
 CORBETT, WALTER RICHARD, Wellington, Salop, Printer May 8 at 11.10 County Court Office, Madeley  
 CROES, SIDNEY ELDERD, Pimlico rd, Milkman May 7 at 2.30 33, Carey st, Lincoln's inn  
 DAVIES, JOHN, Cadoxton, nr Neath, Glam, Woollen Manufacturer May 8 at 12 The Castle Hotel, Neath  
 DURRANT, WILLIAM, Gt Yarmouth, Fruiterer May 11 at 12 Off Rec, 8, King st, Norwich  
 EVANS, THOMAS, Cedarfar Farm, nr Pencoed, Glam, Farmer May 13 at 2.30 Off Rec, 29, Queen st, Cardiff  
 FREEMAN, ROBERT NATHANIEL, Liverpool, Tobacco-list May 8 at 3 Off Rec, 35, Victoria st, Liverpool  
 GAY, WILLIAM, Tregony, Cornwall, Travelling Draper May 7 at 12 Off Rec, Boscastle st, Truro  
 GOOLD, CHARLES ASGILL, Newham, Glos, Solicitor May 9 at 2 Victoria Hotel, Newham  
 HANSON, THOMAS, Bishopsgate st Without, Accountant May 8 at 1 33, Carey st, Lincoln's inn  
 HENVILLE, CHARLES, Southampton, Grocer May 10 at 12 Off Rec, East st, Southampton  
 HUGHES, THOMAS JOHN, Cwmyglo, Llanrug, Carmarthenshire, Joiner May 9 at 11.45 Court house, Bangor  
 HUTTON, JOHN, GAETH, Idle, nr Bradford, Grocer May 9 at 3 Off Rec, 31, Manor row, Bradford  
 LEVING, JOSEPH, Liverpool, Merchant May 9 at 3 Off Rec, 30, Victoria st, Liverpool  
 JACKSON, JAMES, Ashton under Lyne, formerly Licensed Victualler May 10 at 1.45 Townhall, Ashton under Lyne  
 JAFFE, MAX, Crescent, Minorca May 8 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 JANNEY, FRED, Small Heath, Birmingham, Grocer May 8 at 1 25, Colmore row, Birmingham  
 JESSEL, FRANK HEEBEET, Craven terr, Hyde Park, Gt M 15 at 11 33, Carey st, Lincoln's inn  
 JOHNSON, THOMAS HENRY, Batley, Yorks, Grocer May 7 at 3 Off Rec, Bank chmbs, Batley  
 JONES, GRIFFITH, Bangor, Coal Merchant May 10 at 2.30 Bankruptcy Office, Crypt chambers, Chester  
 JONES, JOHN, Robertsford, nr Shrewsbury, Farmer, also late Butcher May 21 at 3 Law Society, Talbot chmbs, Shrewsbury  
 JONES, OLIVER, Shrewsbury, Builder May 21 at 10.30 Law Society, Talbot chmbs, Shrewsbury  
 LANDAU, MARCUS, Leman st, Whitechapel, Wholesale Grocer May 10 at 12 33, Carey st, Lincoln's inn  
 LASSEN, HENRY, Kingston upon Hull, Commission Agent May 7 at 11 Off Rec, Trinity House lane, Hull  
 LE CREN, LOUIS HENRY, Archway rd, Highgate, Commercial Clerk May 8 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 LEWIN, MORLEY HODGES, Great Glen, Leic, Farmer May 10 at 12.30 Off Rec, 28, Friar lane, Leicester  
 LOCK, WILLIAM, Tunbridge Wells, Grocer May 8 at 12 Bankruptcy bldgs, Lincoln's inn, London  
 LONGE, ABRAMAH, Dudley, Worcester, Carter May 7 at 10 Off Rec, Dudley  
 MARSTON, MARY ANNE, Teignmouth, Devon, Berlin Wool Importer May 8 at 11 The Castle, Exeter  
 NEWTON, MAEWOOD, Buckland, St Mary, Somerset, Baker May 8 at 11.30 Off Rec, 5b Hammet st, Taunton  
 NORTHING, HENRY, Kirton in Lindsey, Linc, Grocer May 10 at 11 Off Rec, 3, Haven st, Great Grimsby  
 PEARCE, THOMAS TAYLOR, Sharpness, nr Berkeley, Glos, Hotel Keeper May 7 at 3 Off Rec, 15, King st, Gloucester  
 PICKARD, WILLIAM, Armley, nr Leeds, formerly Butcher May 8 at 11 Off Rec, 22, Park row, Leeds  
 PROCTOR, PETER, Nottingham, Grocer May 7 at 12 Off Rec, 1, High pavement, Nottingham

RHODES, GEORGE, Market pl, Seven Sisters rd, Provision Dealer May 7 at 11 No 15 Room, 80 and 31 St Swithin's lane  
 ROBERTS, JOHN, Shrewsbury, Timber Merchant May 10 at 11.45 Law Society, Talbot chmbs, Shrewsbury  
 ROGERS, LOUISA, New Bond st, Milliner May 8 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 ROWBOTTOM, SAMUEL, Derby, Electrician May 7 at 2.30 Off Rec, St James's chmbs, Derby  
 ROWLEY, MICHAEL JOHN, Blanfild st, Portman sq, Commercial Traveller May 10 at 11 Bankruptcy bldgs, Lincoln's inn  
 SALT, THOMAS, Coventry, Boot Manufacturer May 9 at 12 Off Rec, 17, Hertford st, Coventry  
 SCHOFIELD, HENRY, and WRIGHT SCHOFIELD, Wakefield, Cotton Doublers May 7 at 11.30 Off Rec, Bond ter, Wakefield  
 SLATER, PERRY, Walsall, Staffs, Fitter May 15 at 11.30 Off Rec, Walsall  
 SQUIRES, ARTHUR, Burslem, Staffs, Tailor May 16 at 11.30 Off Rec, Newcastle under Lyme  
 STEVENSONS, ROBERT ALBERT WILLIAM, Briggs, Lincs, Veterinary Surgeon May 10 at 12.30 Off Rec, 3, Haven st, Gt Grimsby  
 VOWLER, JOHN, Exeter, Ladies' Outfitter May 8 at 11 The Castle, Exeter  
 WHALLEY, RICHARD, Ashton under Lyne, Grocer May 9 at 11.30 Off Rec, Ogden's chmbs, Bridge st, Manchester  
 WILKINSON, MARY, and CHARLOTTE COOPER, Sheriff WILKINSON, YORKS, Grocers Scarborough Pet April 25 Ord April 27  
 WILLIAMS, GEORGE, Thomas, Birmingham, Gas Engineer Birmingham Pet March 20 Ord April 27  
 The following amended notice is substituted for that published in the London Gazette of April 26.  
 ROWBOTTOM, SAMUEL, Derby, Electrician Derby Pet April 24 Ord April 24

PHILLIPS, DAVID JOHN, Rhymney, Mon, Grocer Tredegar Pet April 24 Ord April 24  
 PINDER, REUBEN, Blacker hill, nr Barnsley, Colliery Labourer Barnsley Pet April 25 Ord April 25  
 PIPE, JAMES, Southminster, Essex, Carpenter Chelmsford Pet April 3 Ord April 26  
 RIVETT, GROBGE, Twywell, Northamptonshire, Grocer Northampton Pet April 24 Ord April 24  
 SCHOFIELD, HENRY, and WRIGHT SCHOFIELD, Wakefield, Cotton Doublers Wakefield Pet April 24 Ord April 24  
 SHOESMITH, JOHN KING, Leeds, Assistant at a Coffee Tavern, Leeds Pet April 26 Ord April 26  
 TAYLOR, THOMAS STOKES, Charlotte st, Blackfriars rd, Hatter High Court Pet April 2 Ord April 28  
 WILKINSON, MARY, and CHARLOTTE COOPER, Sheriff Hutton, Yorks, Grocers Scarborough Pet April 25 Ord April 27  
 WILLIAMS, GEORGE, Thomas, Birmingham, Gas Engineer Birmingham Pet March 20 Ord April 27  
 The following amended notice is substituted for that published in the London Gazette of April 26.  
 ROWBOTTOM, SAMUEL, Derby, Electrician Derby Pet April 24 Ord April 24

## SALES OF ENSUING WEEK.

May 7.—Mr. J. A. GARDNER, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rents (see advertisement, April 27, p. 3).  
 May 9.—Messrs. GLASIER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Business Premises and Crown Lease (see advertisement, this week, p. 412).  
 May 10.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Freehold Estate and Ground-Rents (see advertisement, this week, p. 412).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

The Subscription to the SOLICITORS' JOURNAL is —Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

MR. R. M. STEPHENSON, LL.B. (Law Scholar, Prizeman, &c., Editor Jurist, &c.), continues to PREPARE for LAW EXAMS, Jan. Exams.—Solicitors' Honours, 1st (Clement's-inn) and 3rd (New-inn) Prizemen—i.e., nearly 1st First Class and 2 in 2nd Class (all sent in), Int. LL.B.—Half 1st and 2nd Class Honours and 1st (Exhibitioner) and 3rd in First Class. At 3 Honours Exams.—5 out of first 8 and 2 First Prizemen, 200 guineas Studentship, &c.—3, Plowden-buildings, Temple, E.C.

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Valuable Crown Lease.—By order of an Executor.

MESSRS. GLASIER & SONS will SELL by AUCTION, at the MART, on THURSDAY NEXT, MAY 9th, at TWO o'clock, the important BUSINESS PREMISES, No. 198, Regent-street, having a frontage of 25 feet in a choice position on the east side of this leading thoroughfare and a superficial area of 1,250 feet, held for an unexpired term of 30 years at a rent of £57 a year, and let for a term having 12 years unexpired at the very inadequate rent of £40 per annum, now in the occupation of the International Far Stere Company. At the expiration of this lease it is estimated a rental of £600 per annum may be obtained for the remaining 17 years of the term.

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